



Policy wording

# Tradespeople Insurance

October 2024

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# Welcome to AXA

## Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

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

## Your policy

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

**Your policy** describes the insurance cover for which **we** have accepted **your** premium.

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

**Your policy** is divided into a number of sections. The policy wording, schedule, statement of fact and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

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

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

To help **you** understand the cover provided **we** have added **What is covered** and **What is not covered**.

Under the heading **What is covered** **we** give information on the insurance provided. This must be read with **What is not covered**, the **Policy conditions** and the **Section conditions** at all times.

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

## Making a claim

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

### All sections other than the Legal expenses section

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the **Claims notification condition** and **Claims procedures condition** within the **Policy conditions**.

### Legal expenses section only

For legal expenses claims please refer to the **Notification of claims condition** within the **Legal expenses section** of **your policy**.

## Making a complaint

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

## Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy).

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

# Important phone numbers



## AXA claims telephone helpline

For all Legal expenses claims  
For all other claims

0330 024 5346  
0345 600 2715



## Legal and tax advice\*

0330 024 5346

**You** can use this Legal helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **policy territories** and during the **period of insurance**. Please quote AXA Commercial when **you** call.



## Emergency helpline\*

0330 024 5346

**You** can use this helpline following an emergency in **your business** premises which needs the help of a tradesperson.

The helpline will find and send out an approved tradesperson to **your business** address.

**You** will be responsible for the tradesperson's charges. If needed, we may give **you** technical advice over the phone instead of sending out a tradesperson giving **you** a way of sorting out the problem **yourself**.

Please quote AXA Commercial when **you** call.

- \* These helplines are provided by Arc Legal Assistance Ltd and may be serviced by a third party under their management. Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

# Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

There are additional defined terms within each section.

## Bona fide sub-contractor

Any person or company **you** contract with to provide services to **your business** where they

- 1 work independently of **you** and under their own direction and supervision
- 2 use their own tools and equipment
- 3 are self employed and have their own insurance in place to cover the work they do.

## Business

Business shown in **your** schedule.

## Contract

Any contracts undertaken by **you** in the course of the **business**, which are not more specifically insured, anywhere within the **policy territories**.

## Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
  - a employed by **you** or on **your** behalf on a labour only basis
  - b self employed

- c hired to **you** or borrowed by **you** from another employer
- d a voluntary helper or taking part in a work experience or training scheme
- e a driver or operator of hired-in plant
- f an outworker or homeworker
- g a prospective employee who is being assessed by **you** as to their suitability for employment
- h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation  
and under **your** direct control or supervision.

## Excess

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

## Number of persons

The number of directors, partners, principals, proprietors, labour only sub-contractors, permanent staff and temporary staff, not including **occasional additional workers**, working in connection with the **business**, for each type of work at any one time.

## Meanings of defined terms *continued*

### **Occasional additional worker**

Any **employed person** working on an occasional basis which **you** have not included in the **number of persons** shown against any type of work in **your** statement of fact.

### **Period of insurance**

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

### **Policy**

The policy wording, schedule, statement of fact and any endorsements attached or issued.

### **Policy territories**

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

### **Terrorism**

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

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

including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands, Isle of Man and the Rest of the World: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

### **Terrorist act**

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

### **We/us/our**

AXA Insurance UK plc.

### **Working day**

Any day on which an **occasional additional worker** undertakes work for **you** in connection with the **business** regardless of the number of hours worked by them on that day.

### **You/your/yours/yourself**

Person, persons, firm, company or organisation shown in your schedule as The insured.

# Policy conditions

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

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

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

## Cancellation condition

- 1 **You** may cancel **your policy** at any time during the **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements, by contacting **your** insurance broker to confirm cancellation.
- 2 **We** can cancel **your policy**
  - a at any time by giving 14 days written notice to **your** last known address, or
  - b immediately, without giving **you** notice if **you** fail to make payment
    - i directly to **us**, or
    - ii if **you** are paying by instalments, to **your** insurance broker or finance provider.

3 **We** will also cancel **your policy** where **you** advise **us** that

- a the total **number of persons** exceeds twelve persons
- b **your** annual turnover exceeds £1,000,000
- c payments to **bona fide sub-contractors** exceed 33.33% of **your** annual turnover.

Where **your policy** is cancelled in accordance with this, cancellation will take effect from the date of the change.

It will be **your** responsibility to prove whether any contractor is engaged as a **bona fide sub-contractor** or on a labour only basis.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

Where a claim has been notified, paid or is outstanding in the current **period of insurance** no refund of premium will be paid.

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

**We** do not have to offer renewal of **your policy**. If **we** do not offer renewal terms, cover will cease on the expiry date shown in **your** schedule.



## Change in risk condition

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

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

**You** must also tell **us** as soon as possible where the total number of **working days** worked by all **occasional additional workers** in connection with the **business** within the **period of insurance** exceeds 50.

Where this is the case, no further cover will be provided for **occasional additional workers**.

All such workers engaged in the **business** after this point will need to be declared as Temporary staff and **you** will need to increase the number of Temporary staff shown in **your** statement of fact.

If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

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

**We** do not have to accept any request to vary **your policy**.

If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**. Where the **number of persons** increases for any type of work shown in **your** statement of fact **you** must pay an extra premium based on **our** standard rates applicable at that time.

If a claim is notified and **you** have not told **us** of a change to the **number of persons** then provided

- a the total **number of persons** does not exceed the total **number of persons** shown in **your** statement of fact plus three persons, up to a maximum of twelve persons
- b **you** pay an extra premium, equal to the premium that would have been charged based on the correct **number of persons**

**we** will not refuse to deal with **your** claim or reduce the amount of any claim payment.

Where the provisions in both **a** and **b** above are not met, the **Fair presentation of risk condition** will apply.

**We** will not pay **your** claim where the maximum number of twelve persons is exceeded and **we** will cancel **your policy** in accordance with the **Cancellation condition** within the **Policy conditions**.

## Claims notification condition

This condition does not apply to the **Legal expenses section**.

**You** must

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

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

## Claims procedures condition

- 1 **You** must take, or allow others to take, practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with

- a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b any assistance to enable **us** to settle or defend a claim
  - c details of any relevant other insurances.
- 3 **You** must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without **our** written consent.
  - 4 Following a claim **you** must allow **us** or anyone authorised by **us**
    - a access to premises
    - b to take possession of, or request delivery to **us** of any property insured.
  - 5 **You** must not abandon any property to **us**.
  - 6 **We** will be allowed complete control of any proceedings and settlement of the claim.
  - 7 **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.
  - 8 **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

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

## Fair presentation of risk condition

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

- 1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium, or
- 2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or
- 3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can
  - a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate

this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or

- b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4 Where **we** elect to apply one of the above then
- a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
  - b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
  - c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

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

## Fraud condition

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

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

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

## Policy conditions *continued*

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

**we** may take one or more of the following actions

- a refuse to pay the claim
- b recover any sums **we** have already paid to **you** in relation to the claim
- c cancel the **policy** from the date of the fraudulent act without any refund of premiums
- d make **your policy** void and keep the premium
- e share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website [www.theifr.org.uk](http://www.theifr.org.uk)

### Instalments condition

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

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full whether this is payable directly to **us** or to **your** insurance broker or finance provider.

### Law applicable condition

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

### Other insurance condition

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

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

### Reasonable care condition

**You** must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 maintain all tools, plant and other equipment used in connection with the **business** in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

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

## Policy conditions *continued*

that all such improvements remain in place throughout the duration of this **policy**.

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

### Sanctions condition

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

### Subrogation (our rights) condition

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

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

### Third party rights condition

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

# Public and products liability section

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

### Asbestos

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

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

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

### Clean up costs

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

## Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## Contractual liability

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

## Cyber act

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

## Cyber incident

- 1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- 2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

## Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

## Enforcing authority

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

## Escape of fluid

Escape of water, oil or other types of fuel from any tank, apparatus or pipe.

## Event

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

## Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

## Hazardous locations

- 1 Aircraft
- 2 Airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access
- 3 Watercraft

## Public and products liability section *continued*

- 4 Railways or railway installations
- 5 Docks or harbours
- 6 Quarries, mines or collieries
- 7 Chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities
- 8 Power stations or nuclear plant
- 9 Bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples.

### Hot work

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

### Manslaughter costs

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

### Nuisance or trespass

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

### Offshore

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

### Personal injury

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

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

### Plant owner

Any plant owner that **you** have entered into a contract or agreement with to hire contractors plant or equipment.

### Pollutants

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

### Principal

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

### Products

Products that **you** have sold, supplied, provided or delivered in the course of the **business** including containers, packaging, labelling, instructions or advice in connection with products.

### Property damage

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



## Safety legislation costs

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

- 1 Health and Safety
- 2 Terrorism (protection of premises)
- 3 Consumer Protection
- 4 Food Safety

legislation applying within the **policy territories**.

## Sudden incident

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

## Territorial limits

- 1 The **policy territories**
- 2 The European Union but only in respect of
  - a **part 6 of Additional business activities cover**
  - b **Contingent motor liabilities cover**
  - c **part 2 of Work overseas cover**
- 3 Worldwide but only in respect of
  - a **part 3 and part a of Personal liability cover**
  - b **part 1 of Work overseas cover**
  - c **products supplied from within the policy territories.**

## Underground services

Pipes, cables, mains or any other underground services.

## Works

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

## ✓ What is covered

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

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

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

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories**. All **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

### Limit of indemnity

1 The public and products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages arising from one **event**.

2 The public and products liability limit of indemnity is also the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

a release or escape of **pollutants**

b **products** which are not for use in connection with **works**.

3 The environmental clean up cover limit of indemnity shown in **your** schedule is the maximum **we** will pay in total for all **Environmental clean up cover**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**.

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

4 The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.

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

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

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

8 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims, shown in **your** schedule.

9 **We** will pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, except where

a an action for damages is started or brought in the United States of America or Canada

b **we** state any amount or limit of indemnity is inclusive of **Claim costs cover**.

**10** If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity, applicable to the claim or claims, shown in **your** schedule, for the total of all damages and **Claim costs cover** arising from the action.

**11** **We** may at any time pay

- a** the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
- b** any lesser amount for which a settlement can be made.

**We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, **we** will pay the costs incurred before the date of the claim payment.

#### **Additional business activities cover**

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

- 1** providing and managing facilities for the benefit and welfare of **employed persons**
- 2** repairing, maintaining and decorating property or premises owned, leased, hired, rented or used by the **business**
- 3** providing and managing facilities primarily used for fire prevention, safety or security at premises occupied by the **business**

**4** maintaining and repairing vehicles and machinery owned or used by **you**

**5** private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

**6** organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

**7** organisation and sponsorship of fund raising activities and events and sponsorship of individuals

**8** the sale or disposal of **business** assets.

#### **Claim costs cover**

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

#### **Compensation for court attendance cover**

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

### Contingent motor liabilities cover

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

**1 bodily injury**

**2 property damage**

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

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

within the **policy territories** and the European Union in connection with the **business**.

The **Road Traffic Act exclusion** will not apply to this cover.

We will not pay

- 1** unless the motor vehicle is being driven with **you** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- 2** for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 3** where cover is provided by another insurance policy.

### Cross liabilities cover

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

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

### Data protection cover

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

We will only pay

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

within the **policy territories**.

**We** will not cover

- 1 any claims from directors or **employed persons**
- 2 fines or penalties imposed by a court
- 3 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 4 the cost of replacing, reinstating, rectifying or erasing any personal data
- 5 refund of monies paid to **you** by any claimant
- 6 liability for which cover is provided under any other more specific insurance.

#### **Defective Premises Act cover**

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

**We** will not cover

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

#### **Environmental clean up cover**

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

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

**We** will not cover

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

### Manslaughter costs cover

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

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

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

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

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of implementing any remedial order or publicity order
- 4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 6 costs and expenses of defence where defence costs are available from any other source or insurance
- 7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Munitions of war cover

The **War risk exclusion** will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

### Occasional additional workers cover

The cover under this section will apply to **occasional additional workers** for a maximum of 50 **working days**.

When the number of **working days** for all **occasional additional workers** in any one **period of insurance** totals 51 **working days** or more

- 1 no further cover will be provided for **occasional additional workers**
- 2 all such workers engaged in the **business** after this point must be

declared as Temporary staff and **you** will need to increase the number of Temporary staff shown in **your** statement of fact in accordance with the **Change in risk condition** within the **Policy conditions**.

It will be **your** responsibility to prove the total number of **working days** worked by all **occasional additional workers** within the **period of insurance**.

### Personal liability cover

If a claim is made against any director, partner, officer or **employed person of yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

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

The cover provided by this section will also apply to

- a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey

- b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

**We** will not pay where cover is provided by another insurance policy.

### Plant owners liability cover

If a claim is made against any **plant owner** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **plant owner** arising from **your** use of the plant.

**We** will not provide cover

- 1 where the plant is for use at contract sites outside the **policy territories**
- 2 beyond the requirements of **your** contract or agreement with the **plant owner**.

### Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

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

### Property in your care cover

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

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises including contents where **you** are temporarily carrying out work in connection with the **business**
- 3 vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

**We** will not provide cover for

- 1 loss of or damage to property
  - a owned by **you**
  - b leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility, other than where cover is provided under **1**, **2** or **3** above
  - c for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner
- 2 any **contractual liability**
- 3 **clean up costs**.

### Safety legislation costs cover

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

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

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

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

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of an appeal against improvement or prohibition notices



- 4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 5 costs and expenses of defence where defence costs are available from any other source or insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

#### Work overseas cover

**We** will cover **you** for

- 1 non manual work temporarily undertaken by **you** or on **your** behalf worldwide
- 2 manual work undertaken by **you** or on **your** behalf within the European Union, for a period or periods of up to 180 days in total during any one **period of insurance**

by persons ordinarily resident within the **policy territories**.

### **x** What is not covered

#### Aircraft and watercraft exclusion

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

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

#### Asbestos exclusion

**We** will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

#### Contractual liability exclusion

**We** will not cover claims

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

#### Cyber and data exclusion

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- 1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- 2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data** including any amount pertaining to the value of such **data**

- 3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a for **bodily injury**
- b for physical **property damage**
- c under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

#### Damage to works exclusion

**We** will not cover claims for loss of or damage to

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

#### Deliberate act exclusion

**We** will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
  - a where the results are intended or expected, or are reasonably foreseeable by **you**

- b by anyone other than **you**, so far as cover is requested for their own liability
- 2 for **clean up costs** in circumstances where **you** have knowingly
    - a deviated from any regulatory notice, order or protection ruling
    - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

#### Employee injury exclusion

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

#### Employment dispute exclusion

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

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

#### Excess exclusion

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

#### Fungal pathogens exclusion

**We** will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

### Hazardous locations exclusion

**We** will not cover claims arising in connection with any work in or on **hazardous locations**.

### Intellectual property exclusion

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

### Libel, slander and discrimination exclusion

**We** will not cover claims caused by or arising from

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

### Offshore exclusion

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

### Overseas establishment exclusion

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

- 1 associated or subsidiary company of **yours**
- 2 of **your** branch offices
- 3 representatives of **yours** with powers of attorney

registered, having premises or resident outside the **policy territories**.

### Professional duty exclusion

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

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

### Punitive damages exclusion

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

### Radioactive contamination exclusion

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

### Recall or refunds exclusion

**We** will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

### Rectification of defects exclusion

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

### Road Traffic Act exclusion

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

### War risk exclusion

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

### Section conditions

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

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

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

### Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved must be protected by non combustible material
- 3 where welding, cutting or grinding equipment is being used, the protections in point 2 above must extend to at least six metres from or beneath the work area
- 4 where there is a danger of ignition either directly or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed

## Public and products liability section *continued*

- 5 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 6 no heat-producing equipment must be left out of view of its operator or firewatcher whilst alight, powered or hot
- 7 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

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

### Sub-contractors (works) condition

If **you** appoint any **bona fide sub-contractor** to carry out work on **your** behalf, **you** must take reasonable steps to obtain confirmation from the **bona fide sub-contractor**, prior to starting work, that they have insurance in force throughout the period of their involvement in the work.

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

- 1 Employers' liability insurance in the name of the **bona fide sub-contractor**, covering liability to employees in accordance with any law relating to compulsory insurance

- 2 Public liability insurance covering the legal liability of the **bona fide sub-contractor**, to anyone who is not one of their employees and which

- a has a limit of indemnity not less than the public and products liability limit of indemnity shown in **your** schedule, or any other amount agreed by **us** in writing
- b includes a clause providing benefit of cover to **you** in similar terms to the **Principals liability cover** provided by this section
- c covers the type of work being carried out by the **bona fide sub-contractor**.

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

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

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

### Suspension of cover condition

**We** may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

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

### Underground services condition

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

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

# Personal accident section

## Contents of this section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

### Accident

A sudden, unexpected, unforeseen, specific event which occurs at an identifiable time and place.

### Inception

The date that an **insured person** is first included in this insurance.

### Injury

Identifiable physical injury caused by an **accident** which solely and independently of any other cause, results in the death or disablement of the **insured person**, within 24 months of the date of the **accident**.

This includes illness arising directly from the injury or medical or surgical treatment made necessary by the injury.

### Insured person

Each of the persons described in the Personal accident section of **your** schedule as being covered.

## Personal accident section *continued*

### Loss of limb

Permanent loss by physical separation of an entire hand or foot or permanent total and irrecoverable loss of use of a hand, arm, leg or foot.

### Loss of sight, hearing or speech

Total and irrecoverable loss of

- 1 sight in one or both eyes
- 2 hearing
- 3 speech.

### Medical practitioner

A medical practitioner or specialist who is registered or licenced to practice medicine, ophthalmology or dentistry under the laws of the country in which they practice and who is not

- 1 an **insured person**
- 2 the **spouse** of an **insured person**
- 3 a member of the **insured person's** immediate family
- 4 **your** employee.

### Permanent total disablement

Disablement that

- 1 entirely prevents the **insured person** from engaging in or attending to any business or occupation, to which they are reasonably suited by training, education or experience
- 2 lasts for more than 12 months from the date of the **accident**
- 3 in the opinion of a **medical practitioner** will, in all probability, continue for the remainder of the **insured person's** life.

### Spouse

The spouse, civil partner or cohabiting partner of an **insured person**.

## ✓ What is covered

**We** will pay **you**, or in the event of **your** death **your** personal representatives, in accordance with the benefits shown in **your** schedule, if at any time during the **period of insurance**, whilst anywhere in the world, an **insured person** sustains **injury**.

### Maximum benefits

Benefit payable under this section will not exceed the amounts shown in **your** schedule for each **insured person**.

### Payment of benefits

**We** will only pay for one of the following benefits

- 1 death
- 2 **loss of limb**
- 3 **loss of sight, hearing or speech**
- 4 **permanent total disablement**

shown in **your** schedule as a result of one **accident**.

### Disappearance cover

If during the **period of insurance**, an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused death, it will be presumed after 12 months that death has occurred and **we** will pay the benefit shown in **your** schedule. However if the **insured person** is subsequently found to

32 Defined terms are **highlighted in bold blue** ▶ see *the Meanings of defined terms section and the start of each section of cover for their meanings*



## Personal accident section *continued*

be alive, **you** will be required to refund to **us** any amount already paid.

### Financial adviser fees cover

If during the **period of insurance** an **insured person** sustains **injury** resulting in death or **permanent total disablement**, **we** will pay for fees charged by an Independent Financial Adviser authorised and regulated by the Financial Conduct Authority or equivalent regulatory authority in the **policy territories** to provide the **insured person** or the **spouse** of the **insured person** with two sessions of professional financial advice.

The maximum **we** will pay in total following **injury** to any one **insured person** is £1,000.

### Optical expenses cover

If during the **period of insurance** an **insured person** sustains **injury** resulting in the need for immediate and urgent eye treatment required to prevent long term eyesight damage, **we** will pay for the costs of necessary treatment incurred.

The maximum **we** will pay for any one **insured person** is £1,000.

### Trauma counselling cover

If an **insured person**

- 1 is a victim of an unprovoked malicious attack by another person that has been reported to the police
- 2 directly witnesses a **terrorist act** and are interviewed by the police as a witness

3 directly witnesses the death or **permanent total disablement** of an **employed person** at a site where **you** are working

4 sustains **injury** resulting in **permanent total disablement**

and are diagnosed by a **medical practitioner** as suffering from Post-Traumatic Stress Disorder within 90 days of the above-mentioned incidents, **we** will pay the fees charged by a registered trauma counsellor in the **policy territories** for up to 5 one-hour sessions of counselling for the **insured person**.

The maximum **we** will pay for any one **insured person** is £1,000.

## X What is not covered

### Armed forces exclusion

**We** will not cover claims caused or contributed to by the **insured person** engaging in or taking part in armed forces service or operations.

### Chemical weapon exclusion

**We** will not cover claims caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

### Criminal act exclusion

**We** will not cover claims caused or contributed to by the **insured person's** participation in any crime, riot or civil commotion.

### Deliberate act exclusion

**We** will not cover claims caused or contributed to by the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

### Drugs and alcohol exclusion

**We** will not cover claims caused or contributed to by the **insured person**

- 1 being under the influence of
  - a alcohol
  - b drugs not prescribed by a **medical practitioner**
- 2 taking drugs prescribed for the **insured person's** own drug addiction or alcoholism.

### Flying exclusion

**We** will not cover claims caused or contributed to by the **insured person** engaging in flying of any kind other than as a passenger of a recognised airline.

### Hazardous activities exclusion

**We** will not cover claims caused or contributed to by the **insured person** engaging in or taking part in

- 1 aeronautic sports
- 2 bungee jumping
- 3 polo playing, steeplechasing, hunting or showjumping
- 4 mountaineering or rock climbing
- 5 pot holing or caving
- 6 racing (other than on foot), speed or time trials
- 7 winter sports

8 diving underwater involving the use of breathing apparatus

9 white water rafting

10 participating in any sport as a professional.

### Pre-existing condition exclusion

**We** will not cover claims caused or contributed to by

- 1 any existing condition or chronic or recurring disease or disorder
  - 2 any other condition which the **insured person** has
    - a sought advice, diagnosis, treatment or counselling for
    - b become aware of, or should reasonably have been aware of
    - c is awaiting a test or test results for
    - d been treated for
- in the 12 months immediately prior to the **accident**.

### Suicide and insanity exclusion

**We** will not cover claims caused or contributed to by the **insured person's** suicide, attempted suicide or intentional self-injury, or the **insured person** being in a state of insanity.

### War risk exclusion

**We** will not cover claims caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, but this exclusion will not apply in the event of an **insured person** being on a journey outside their normal

country of residence which started before the outbreak of war.

## Section conditions

This condition of cover applies only to this section. **You** must comply with the following condition to have the full protection of **your policy**.

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

If **you** are unsure **about** any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

### Claims evidence condition

- 1 The **insured person** must as early as possible seek the attention of a **medical practitioner** in the event of **injury** which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with such **injury** is to be provided at **your** or the **insured person's** expense.
- 2 All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to examine the **insured person** as often as necessary.

- 3 In the case of death of the **insured person we** will be entitled to have a post mortem examination at **our** expense.

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

# Employers' liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

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

### Contractual liability

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

### Manslaughter costs

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

### Offshore

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

### Principal

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

### Safety legislation costs

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

- 1 Health and Safety
- 2 Terrorism (protection of premises)
- 3 Consumer Protection
- 4 Food safety

legislation applying within the **policy territories**.

### Territorial limits

- 1 The **policy territories**
- 2 The European Union but only in respect of
  - a part 6 of **Additional business activities cover**
  - b part 2 of **Work overseas cover**

- 3 Worldwide but only in respect of
  - a part 3 and part a of **Personal liability cover**
  - b part 1 of **Work overseas cover**.

### ✓ What is covered

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

### Limit of indemnity

- 1 The employers' liability limit of indemnity shown in **your** schedule is the maximum **we** will pay in total for all damages and **Claim costs cover** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
- 2 The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages and **Claim costs cover** and will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.

## Employers' liability section *continued*

- 3 The data protection limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all compensation, costs and expenses arising under **Data protection cover** as a result of all occurrences during any one **period of insurance**.
- 4 The manslaughter costs limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all **Manslaughter costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.
- 5 The safety legislation costs limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all **Safety legislation costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance**.
- 6 **We** may at any time pay
  - a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
  - b any lesser amount for which a settlement can be made.

**We** will not then be liable to make any further payment in respect of the claim or claims.

### **Additional business activities cover**

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

- 1 providing and managing facilities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired, rented or used by the **business**
- 3 providing and managing facilities primarily used for fire prevention, safety or security at premises occupied by the **business**
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union
- 7 organisation and sponsorship of fund raising activities and events and sponsorship of individuals
- 8 the sale or disposal of **business** assets.

### **Claim costs cover**

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

## Employers' liability section *continued*

### Compensation for court attendance cover

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

### Data protection cover

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

**We** will only pay

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

within the **policy territories**.

**We** will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration,

in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 liability for which cover is provided under any other more specific insurance.

### Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

- 1 **bodily injury** is sustained while **you** are working in connection with the **business**
- 2 **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
- 3 **you** have a valid right of action for negligence against the other partner or **employed person**.

### Manslaughter costs cover

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

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

If **you** wish to appeal against conviction, **we** will agree to pay the costs and

## Employers' liability section *continued*

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

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

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of implementing any remedial order or publicity order
- 4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 6 costs and expenses of defence where defence costs are available from any other source or insurance
- 7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Occasional additional workers cover

Where **your** schedule shows Employers' liability as covered, the cover under this section will apply to **occasional additional workers** for a maximum of 50 **working days**.

When the number of **working days** for all **occasional additional workers** in any one **period of insurance** totals 51 **working days** or more

- 1 no further cover will be provided for **occasional additional workers**
- 2 all such workers engaged in the **business** after this point must be declared as Temporary staff and **you** will need to increase the number of Temporary staff shown in **your** statement of fact in accordance with the **Change in risk condition** within the **Policy conditions**.

It will be **your** responsibility to prove the total number of **working days** worked by all **occasional additional workers** within the **period of insurance**.

### Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

- 1 performing their normal duties in connection with the **business**
- 2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent



## Employers' liability section *continued*

- 3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

**We** will not pay where cover is provided by another insurance policy.

### Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

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

### Safety legislation costs cover

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

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

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

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

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 fees for intervention raised or payable under any Health and Safety laws or regulations
- 3 costs and expenses of an appeal against improvement or prohibition notices

## Employers' liability section *continued*

- 4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 5 costs and expenses of defence where defence costs are available from any other source or insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Unsatisfied court judgement cover

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

**We** will only provide cover if

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

### Work overseas cover

**We** will cover **you** for bodily injury to **employed persons** ordinarily resident in the **policy territories** whilst

- 1 temporarily undertaking non manual work for **you** or on **your** behalf worldwide
- 2 undertaking manual work for **you** or on **your** behalf within the European Union, for a period or periods of up to 180 days in total during any one **period of insurance**.

## x What is not covered

### Offshore exclusion

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

### Radioactive contamination exclusion

**We** will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Road Traffic Act exclusion

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

## Section conditions

This condition of cover applies only to this section. **You** must comply with the following condition to have the full protection of **your policy**.

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

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

### Right of recovery condition

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

(**Note** An example would be a circumstance where **you** have breached a term or condition applicable to this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**).

# Business tools, plant and equipment section

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

### Business stock

Stock-in-trade belonging to **you**, while at **your** premises, or in a securely locked store or compound within the **policy territories**, or in transit by road, rail or inland waterway.

### Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Computer systems

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

### Construction plant and machinery

Construction plant, construction machinery, trailers, site huts or site caravans (including their contents) belonging to **you** for use in connection with the **business**, excluding **portable tools and equipment**.

### Cyber act

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

### Cyber incident

- 1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage

Physical loss or destruction or damage.

### Data

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

### Defined peril

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

### Denial of service attack

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

## Employee

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

## Hacking

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

## Phishing

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

## Portable tools and equipment

Hand held portable tools and equipment including portable electronic equipment excluding

- 1 tools designed other than to be applied to work by hand
- 2 equipment capable of propulsion across the ground on wheels, tracks or air cushion

belonging to **you**, or the property of **your** partners, principals, directors or **employees**, which are ordinarily used or needed on the site of any contract carried out by **you** in connection with the **business**.

## Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-

replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## ✓ What is covered

**We** will cover **you** for **damage**, occurring during the **period of insurance**, within the **policy territories**, to any of the items shown in **your** schedule for which there is a sum insured.

**We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it, in accordance with the following **Basis of claims settlement**.

### Basis of claims settlement

- 1 For **portable tools and equipment**, **we** will pay up to the value of the item at the time of its **damage** with an adjustment for wear and tear, but no more than
  - a the limit for any one item
  - b the sum insuredshown in **your** schedule.
- 2 For other items, **we** will pay up to the value of the item at the time of its **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

### Financial interest

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any property included within the items covered is automatically noted and in the event of a claim **we** should be given details of the financial interest.

### Immobilised plant cover

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

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

### Munitions of war cover

The **War risk exclusion** will not apply to **damage** to property insured under this section arising from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within one mile of

- 1 the contract site
- 2 premises used in connection with the **business**

provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

### Reinstatement of sum insured after a loss cover

In the event of **damage** the sum insured by this section will be automatically

reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

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

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

### Work overseas cover

**We** will cover **you** for **damage** to **business stock, construction plant and machinery** or **portable tools and equipment** within the European Union, arising out of work by persons ordinarily resident within the **policy territories**, for a period or periods of up to 180 days in total during any one **period of insurance**.

## x What is not covered

### Aircraft and watercraft exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Breakdown exclusion

**We** will not cover **you** for any loss, damage cost or expense caused by mechanical or electrical breakdown or malfunction.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to the failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril**.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

### Disease exclusion

- 1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

### Excess exclusion

**We** will not cover **you** for the amount of the **excess** shown in **your** schedule.

If a single incident results in a claim under more than one of the following sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.



### Pollution or contamination exclusion

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

- 1 pollution or contamination which itself results from a **defined peril**
- 2 any **defined peril** which itself results from pollution or contamination.

### Pressure waves exclusion

We will not cover any loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

### Radioactive contamination exclusion

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

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Terrorism and Northern Ireland exclusion

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

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

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

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

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

#### **Theft from unattended vehicle (overnight) exclusion**

**We** will not cover theft or attempted theft of **portable tools and equipment** from any unattended vehicle or trailer between the hours of 9 pm and 6 am.

It will be **your** responsibility to prove that any theft or attempted theft occurred before 9 pm or after 6 am.

This exclusion will not apply where **your** schedule shows Tools in vehicle overnight as covered.

#### **Theft whilst unattended exclusion**

**We** will not cover **you** for theft or attempted theft

- 1 from any unattended vehicle or trailer unless there are signs of forced entry to the vehicle or trailer

- 2 whilst property insured is away from the site of any contract, unless it is being kept within a securely locked
  - a building
  - b yard or compound which is fully surrounded by walls or fences with gated access.

#### **Unexplained loss exclusion**

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

#### **Vehicles exclusion**

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

This exclusion does not apply to any vehicle

- 1 primarily intended for use at contract sites
- 2 used solely at contract sites and which is not licensed for road use.

#### **War risk exclusion**

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

### Wear and tear, deterioration exclusion

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

### Section conditions

This condition of cover applies only to this section. **You** must comply with the following condition to have the full protection of **your policy**.

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

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

### Reasonable precautions condition

**You** must take all reasonable precautions to safeguard the property insured and prevent **damage**. This includes ensuring any **portable tools and equipment** or **construction plant and machinery** are adequately secured when the contract site is unattended.

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

# Hired in plant section

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

## Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Computer systems

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

## Cyber act

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

## Cyber incident

- 1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

## Damage

Physical loss or destruction or damage.

## Data

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

## Defined peril

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

## Denial of service attack

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

## Employee

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

## Hacking

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

## Hired in plant

Construction plant, machinery, tools, equipment, site huts or caravans **you** have hired to use in connection with the **business**.

## Phishing

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

## Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to, damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## ✓ What is covered

We will cover **you** for **your** legal liability under the terms of any hiring conditions to make good to the owner of the **hired in plant** any **damage** occurring during the **period of insurance** within the **policy territories**.

Where **damage** to the **hired in plant** is caused by its own breakdown or its own explosion, cover will only apply where the breakdown is solely due to the negligence, misdirection or misuse by **you** or **your employees**.

### Basis of settlement

We will pay up to the sum insured shown in **your** schedule for any one item but only for **your** liability under any hire conditions.

## Continuing charges cover

We will cover **you** for **your** legal liability under the terms of any hiring conditions to pay to the owners of any **hired in plant** hire charges incurred as a result of and solely due to **damage** to the **hired in plant**.

We will pay the hire charges for the period while the plant is necessarily idle due to the **damage**, for a period not exceeding 90 days from the time that **damage** occurs, excluding the first 48 hours.

The most we will pay for any one hire agreement is £25,000.

## Immobilised plant cover

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

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

## Munitions of war cover

The **War risk exclusion** will not apply to **damage** to property insured under this section arising from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within one mile of

- 1 the contract site
- 2 premises used in connection with the **business**

provided that the presence of such munitions results from World War II and

## Hired in plant section *continued*

does not result from a state of war current at the time of **damage**.

### Reinstatement of sum insured after a loss cover

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

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

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

### Work overseas cover

**We** will cover **you** for **damage** to property insured under this section within the European Union, for a period of up to 180 days in total during any one **period of insurance**, provided the property insured is hired under an agreement entered into within the **policy territories**.

## x What is not covered

### Aircraft and watercraft exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to the failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril**.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

### Disease exclusion

- 1 Notwithstanding any provision to the contrary within this section, this section excludes any loss,

## Hired in plant section *continued*

damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

### Excess exclusion

**We** will not cover **you** for the amount of the **excess** shown in **your** schedule.

If a single incident results in a claim under more than one of the following sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.

### Pollution or contamination exclusion

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

- 1 pollution or contamination which itself results from a **defined peril**
- 2 any **defined peril** which itself results from pollution or contamination.

### Pressure waves exclusion

**We** will not cover any loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

### Radioactive contamination exclusion

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

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



### Terrorism and Northern Ireland exclusion

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

- 1** in England, Scotland, Wales, the Channel Islands, Isle of Man and the Rest of the World other than Northern Ireland
  - a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- 2** in Northern Ireland
  - a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
  - c** riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

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

### Unexplained loss exclusion

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

### Vehicles exclusion

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

This exclusion does not apply to any vehicle

- 1** primarily intended for use at contract sites
- 2** used solely at contract sites and which is not licensed for road use.

### War risk exclusion

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

**Wear and tear, deterioration exclusion**

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

# Contract works section

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**.

### Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Computer systems

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

## Contract works

The permanent or temporary works carried out in performance of any **contract** undertaken by **you** or on **your** behalf including unfixed materials whilst

- 1 on or adjacent to the contract site
- 2 being transported by road, rail or inland waterway

within the **policy territories**.

## Cyber act

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

## Cyber incident

- 1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

## Damage/damaged

Physical loss or destruction or damage.

## Data

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

## Defined peril

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

## Denial of service attack

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

### Hacking

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

### Phishing

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

### Substantial completion

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

### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## ✓ What is covered

**We** will cover **you** for **damage**, occurring during the **period of insurance**, within the **policy territories**, to the **contract works**.

**We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it, in accordance with the following basis of settlement.

#### Basis of settlement

**We** will pay up to the sum insured shown in **your** schedule, plus any additional amount shown in the **Escalator cover**.

#### Debris removal and professional costs cover

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

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

## Contract works section *continued*

### Escalator cover

If there is an increase in the value of any **contract** or development during the **period of insurance**, the sum insured shown in **your** schedule will automatically increase for that **contract** or development, by an amount up to no more than 20% of the estimated original value of the **contract**.

### Expediting costs cover

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

### Financial interest

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any property covered is automatically noted and in the event of a claim **we** should be given details of the financial interest.

### Free materials cover

**Contract works** will include any materials supplied by or provided to **you** for inclusion in the **contract** for which **you** are responsible.

### Indemnity to principals cover

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

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

### Munitions of war cover

The **War risk exclusion** will not apply to **damage** to property insured under this section arising from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within one mile of

- 1 the contract site
- 2 premises used in connection with the **business**

provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

### Off-site storage cover

**We** will cover **you** for **damage** to materials intended to be used for any **contract** while they are temporarily stored off-site anywhere within the **policy territories**, as long as **you** are responsible for them under the terms of contract with **your** principal or employer.

### Public authorities (including undamaged property) cover

The cover for **contract works** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority referred to as the stipulations, for

## Contract works section *continued*

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

### Special conditions applicable to **Public authorities cover**

- 1 reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months)

- 2 the reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased
- 3 if **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability will be reduced proportionately
- 4 the total amount recoverable under any item of this section for this cover will not exceed
  - a for the lost, destroyed or damaged property
    - i 15% of its sum insured
    - ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed at the damaged site
  - b for undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the property insured by the item at the contract site suffered **damage**.

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

### Redrawing plans and documents cover

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

**Our** liability for any one claim will not exceed £25,000.

### Reinstatement of sum insured after a loss cover

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

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

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

### Show houses and contents cover

**We** will cover

- 1 show house properties
- 2 show house contents including while
  - a being transported by road, rail or inland waterway
  - b in temporary storage

within the **policy territories**, until they are sold.

**Our** liability for

- 1 contents of any one show house will not exceed £10,000
- 2 contents of show houses in transit or in storage will not exceed £10,000
- 3 show house properties will not exceed the contract works sum insured shown in **your** schedule.

### Speculative building cover

It is agreed that

- 1 the property insured for **contract works** includes property being built or erected by **you** other than under contract for a principal
- 2 for property being built or erected other than under contract, the insurance by this section will end from
  - a the date the property is sold or let or
  - b 90 days after **substantial completion**whichever is the earlier.

Where the property comprises of several units within one block then **2 a** will apply to each individual unit, but cover for the whole block will not exceed 90 days from **substantial completion** even if parts of it are still unsold or not let.

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



### Sub-contractors cover

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

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

### Work overseas cover

**We** will cover **you** for **damage** to property insured under this section within the European Union, arising out of work by persons ordinarily resident within the **policy territories**, for a period or periods of up to 180 days in total during any one **period of insurance**.

## ✘ What is not covered

### Aircraft and watercraft exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Cessation of work exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any part of the **contract works** if work on the contract site stops for a period in excess of 60 consecutive days, unless cover is agreed by **us** in writing.

### Completed work exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any part of the **contract works**

- 1 after each part has been completed and delivered to the owner, tenant or occupier
- 2 after each part has been taken into use by the owner, tenant or occupier
- 3 where a certificate of completion has been issued, other than where **damage** occurring during the **period of insurance**
  - a happens during the defects liability period specified in the contract and arising from a cause occurring prior to the start of the defects liability period
  - b is for materials or other property insured on the contract site for the purpose of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period
  - c occurs within 14 days of the date the certificate of completion is issued and where **you** are required by the terms of the contract to provide cover.

### Contract responsibilities exclusion

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

### Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them.

### Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to the failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril**.

### Deeds, money and other articles exclusion

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

### Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

### Disease exclusion

- 1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

### Excess exclusion

We will not cover **you** for the amount of the **excess** shown in **your** schedule.

If a single incident results in a claim under more than one of the sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.

### Existing property exclusion

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

### Faulty workmanship, materials and design exclusion

We will not cover **you** for fault in design, plan, specification, materials or workmanship and **damage** to the **contract works** will not be regarded as having occurred, just because a faulty condition exists in the property insured. This does not exclude resultant **damage** to **contract works** which is free of any such fault, other than where **damage** is caused to **contract works** in order to enable the replacement, repair or rectification of the fault.

### Penalties under contract exclusion

We will not cover **you** for penalties under contract for

- 1 delay, detention or loss of use
- 2 losses arising in connection with guarantees of performance or efficiency
- 3 any consequential loss or damage of any kind.

### Pollution or contamination exclusion

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

- 1 pollution or contamination which itself results from a **defined peril**
- 2 any **defined peril** which itself results from pollution or contamination.

### Pressure waves exclusion

We will not cover any loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

### Radioactive contamination exclusion

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

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **Terrorism and Northern Ireland exclusion**

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

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

- 2 in Northern Ireland
  - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
  - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

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

#### **Unexplained loss exclusion**

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

**War risk exclusion**

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

**Wear and tear, deterioration exclusion**

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

# Legal expenses section

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**Your** schedule will show if this section is covered.

## Important information

This section of **your policy** is administered and managed on behalf of AXA Insurance UK plc by Arc Legal Assistance Limited who are authorised and regulated by the Financial Conduct Authority under FRN 305958 which can be checked on the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling **0800 111 6768**.

## Privacy and Data Protection Notice

Arc Legal Assistance Ltd is committed to protecting and respecting **your** privacy in accordance with current data protection legislation. Arc Legal's data protection and privacy policy can be viewed at [www.arclegal.co.uk/privacy-policy](http://www.arclegal.co.uk/privacy-policy)

## Legal Expenses Helpline

If something **you** are proposing to do may result in a claim, or as soon as **you** have a legal problem that **you** might need assistance with under **your policy**, **you** must telephone the legal expenses helpline.

**You** can call the legal expenses helpline service to discuss any problem occurring under **your policy** within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **0330 024 5346** quoting AXA Commercial and ask to speak to a legal **adviser**. This service is here to help **you**. Do not hesitate to make full use of it.

This service is provided by **our** panel solicitors on **our** behalf.

## Legal expenses section *continued*

### Legal expenses claims notifications

If **you** need to notify a possible claim **you** must call the legal expenses helpline on **0330 024 5346**.

Please refer to the **Notification of claims condition** within this section.

### Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** section at the start of **your policy**. If a term is defined in the **Meanings of defined terms** section at the start of **your policy** and in the **Meanings of defined terms** within the Legal expenses section the meaning shown here will be used for the Legal expenses section.

### ACAS

The Advisory, Conciliation and Arbitration Service which provides free and impartial information and advice to employers and **employees** on all aspects of workplace relations and employment law.

### Adviser

- 1 **Our** specialist panel solicitors, accountants or their agents appointed by **us** to act for **you**, or
- 2 where **proceedings** have been issued or there is a **conflict of interest**, and **we** have agreed, another legal adviser chosen by **you**.

### Advisers costs

Legal or accountancy fees and disbursements paid by the **adviser**.

### Business premises

Any premises owned, leased, hired or rented by the **business**.

### Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Conditional fee agreement

An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

### Conflict of interest

Any situation where **we** administer or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under **your policy**.

### Contract of employment

A contract of service with **you**, whether oral or in writing.

### Costs

**Standard advisers costs** and third party legal costs awarded against **you** which will be paid on the **standard basis of assessment** provided that these costs arise after written acceptance of a claim.

### Data controller

The party which determines the purpose and manner for processing personal data.

### Data protection legislation

The relevant data protection legislation in force within the **policy territories** at the time of the **insured event**.

### Dismissal

The termination of an **employee's contract of employment** by

- 1 **you** giving notice to the **employee**
- 2 **you** because of an **employee's** gross misconduct
- 3 the expiry of a limited-term without renewal
- 4 an **employee** by reason of **your** conduct.

### Director

Any of **your** directors including executive officers.

### Employee

Any person who has entered into, works under, or where the employment has ceased used to work under, a **contract of employment** in connection with the **business**.

### HMRC

H.M. Revenue and Customs in the United Kingdom.

### Insured event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made.

For

- 1 **Employment disputes and compensation awards** cover the insured event will be the receipt of an ET1 Employment Tribunal Claim Form.
- 2 **Jury Service** cover the insured event arises at the end of the period of jury service.

### Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought within the **policy territories**.

### Standard advisers costs

The amount of **advisers costs** that would normally be incurred in using a specialist panel solicitor or their agents.



## Standard basis of assessment

The way in which the costs of **proceedings** are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the costs were reasonable for the party having to pay the costs.

## Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **you** where the licence is necessary to engage in **your business** or trade.

## We/Us/Our/Ourselves

Arc Legal Assistance Limited on behalf of AXA Insurance UK plc.

## ✓ What is covered

This is a 'claims made' section which means **you** must tell **us** of any claim, potential claim or any circumstances which might lead to **you** making a claim

- 1 as soon as possible during the **period of insurance**, and
- 2 no later than 30 days after expiry of the **period of insurance**.

**We** will cover **you** for **costs** where

- 1 during the **period of insurance** **you** first become aware of the **insured event**, and
- 2 **proceedings** take place within the **policy territories**, and
- 3 the **insured event** arises from or relates to **your business**.

## Limit of indemnity

- 1 The maximum amount payable shown in **your** schedule is the maximum amount **we** will pay in total including **Attendance expenses cover** as a result of one **insured event**.
- 2 The aggregate amount payable shown in **your** schedule is the maximum amount **we** will pay in total including **Attendance expenses cover** for all claims as a result of all **insured events** during any one **period of insurance**.

All causes, actions, incidents or events which are related by cause or time will be considered as one **insured event**.

## Attendance expenses cover

**We** will compensate **you** for the actual loss of earnings of any **director**, partner or **employee** of **yours** for the period they are absent from work to attend any court or tribunal hearing in respect of a matter involving a valid claim under this section

- 1 as a witness on **your** behalf
  - 2 as a party to the **proceedings**
- and at the request of the **adviser**.

The maximum amount **we** will pay is

- 1 £50 for each person for up to four hours in any one day
- 2 £100 for each person for more than four hours in any one day
- 3 £1,000 in total for all persons for any one claim.

## Bodily injury cover

**We** will cover **you** for **costs** incurred by **your employees** or **your employee's** personal representative in the event of their death, and **Attendance expenses cover** in the pursuit of **proceedings**

## Legal expenses section *continued*

against a third party for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover will also apply to members of an **employee's** family who suffer bodily injury following an event that also causes bodily injury to **your employee**.

Where **proceedings** are going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in full or in part.

**We** will not cover

- 1 claims made against **you** by any **employee**
- 2 any accident or incident giving rise to bodily injury or death which occurred prior to the start of the first **period of insurance** of this section
- 3 a condition which manifested itself prior to the start of the first **period of insurance** of this section
- 4 sickness or disease or any naturally occurring condition or degenerative process
- 5 the defence of any claim for bodily injury
- 6 medical negligence
- 7 any claim under the small claims track limit.

Where exclusion 7 applies **you** can call the legal expenses helpline for advice on how to take **your** case further.

## Commercial identity fraud cover

**We** will cover **you** for **costs** to

- 1 defend **your** legal rights or take steps to remove County Court Judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services.

**We** will not cover **you** unless **you**

- a deny having entered into the contract
  - b allege that **you** have been the victim of identity fraud
- 2 deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of identity fraud
  - 3 liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of identity fraud.

The **Cyber exclusion** does not apply to this cover.

**You** must take action to protect **yourself** from further instances of identity fraud following an **insured event**.

**You** must agree to be added to the CIFAS Protection Register if **we** recommend it.

**We** will not cover **you**

- 1 where **you** have not been the victim of identity fraud
- 2 for **costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

## Legal expenses section *continued*

- 3 where the identity fraud has been carried out by an **employee** or **director** or by somebody living with an **employee** or a **director**.

### Contract disputes cover

**We** will cover **you** for **costs** arising from any dispute between **you** and a customer or supplier about a contract for the supply of goods or services or a contract for the hire of goods, where the contract was entered into

- 1 after the start of the first **period of insurance** of this section, or
- 2 before the start of the first **period of insurance** of this section providing
  - a **you** retain signed copies, for inspection by **us** if a claim arises, which confirm that the contract has been reviewed and updated at least once within the 5 years immediately prior to the claim
  - b **you** confirm that at the start of the first **period of insurance** of this section **you** were not aware of any circumstances which may have led to a claim.

**We** will not provide cover

- 1 unless the total amount in dispute, or the amount due to be paid at the time of the dispute, exceeds the minimum sum in dispute shown in **your** schedule
- 2 where **costs** are more than 75% of the total amount in dispute
- 3 for any **insured event** which occurs within 90 days of the start of the first **period of insurance** of this section

- 4 for the recovery of a debt where **your** customer does not dispute that the money is owed to **you**

- 5 in connection with a lease, licence or tenancy agreement where **you** are a landlord or tenant

- 6 where cover should be provided under professional indemnity insurance

- 7 arising from the sale, lease, service, repair or testing of a motor vehicle

- 8 arising from a dispute over a financial services product, including payments which may be due under any insurance policy

- 9 arising from any licence or franchise agreements

- 10 arising from adjudication or arbitration proceedings

- 11 arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

### Criminal pre-proceedings cover

**We** will cover **you** for **costs** to defend **your** legal rights prior to the issue of **proceedings** when dealing with the police, Health and Safety Executive or Local Authority Health and Safety Enforcement Officer where it is alleged that **you** have or may have committed a criminal offence.

**We** will not cover claims for

- 1 infringement of road traffic laws or regulations in connection with the ownership, driving, or use of a motor vehicle

## Legal expenses section *continued*

- 2 incidents dealt with by the Health and Safety Executive under the Fee for Intervention cost recovery schemes under the Health and Safety (Fees) Regulations 2012.

### Data protection and information commissioner registration cover

We will cover **costs** incurred by you as a **data controller** and **Attendance expenses cover**

- 1 in **proceedings** arising from appeals against any enforcement or other notices served on **you** under **data protection legislation**
- 2 incurred in an appeal against the refusal of the Information Commissioner to register **your** application for registration.

We will not cover claims

- 1 arising from a failure to register as a **data controller**
- 2 for **proceedings** against **you** alleging contempt of the Data Protection Tribunal
- 3 arising from a failure to respond to any notice served on **you** under **data protection legislation**
- 4 arising from a failure to comply with any legislative requirement concerning the processing of sensitive data.

### Employee civil legal defence cover

We will cover **costs** to defend **your employees'** legal rights if an **insured event** arising from their work as an **employee** leads to **proceedings** being issued against them

- 1 under legislation for unlawful discrimination
- 2 as trustee of a pension fund set up for the benefit of **employees**.

### Employment disputes and compensation awards cover

We will cover

- 1 **costs** incurred by **you** in defence of **proceedings** brought in an employment tribunal, arising from a dispute with an **employee** relating to
  - a the **contract of employment**
  - b actual or alleged breaches of their statutory rights under employment legislation
- 2 awards of compensation made against **you** arising from claims under part 1 above.

**You** must handle any **dismissal** or change to a **contract of employment** in accordance with the advice provided by the legal helpline or the formal **ACAS** procedure.

We will not cover claims

- 1 which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **contract of employment**
- 2 relating to the protection of **employees'** rights when the organisation or service they work for transfers to a new employer and impacts on **you** as the outgoing or incoming employer
- 3 relating to equal terms

- 4 for redundancy payments or an award or settlement in relation to **employees** dismissed because of redundancy where **you** have failed to comply with the legal requirements relating to redundancy
- 5 arising where the **insured event** occurred within
  - a 90 days after the start of the first **period of insurance** of this section, or
  - b 180 days after the start of the first **period of insurance** of this section where the **employee** was subject to disciplinary proceedings or had been given any verbal or written warning prior to the start of the first **period of insurance** of this section
- 6 for any awards of compensation made against **you** relating to
  - a trade union activities including membership or non-membership
  - b pregnancy, maternity or paternity rights
- 7 for any awards of compensation made as a result of **your** failure to provide written reasons for **dismissal**
- 8 for any compensatory award specified in a reinstatement or re-engagement order or made as a result of **your** failure to provide written reasons for a **dismissal**
- 9 for any award to the extent that it relates to contractual rights accruing to the **employee** prior to the actual or alleged breach of the actual or alleged **contract of employment**
- 10 relating to pension rights.

The **Confidentiality agreement exclusion** does not apply to this cover.

#### **False imprisonment cover**

**We** will cover **costs** incurred by **you** to defend **proceedings** brought against **you** arising from allegations of false imprisonment.

**We** will not cover claims by or against or on behalf of an **employee** or any other person working or contracting for **you**.

#### **Jury service cover**

**We** will compensate **you** for the actual loss of earnings of any **director**, partner or **employee** of **yours** for the period they are absent from work while attending jury service.

The maximum amount **we** will pay is

- 1 £50 for each person for up to four hours in any one day
- 2 £100 for each person for more than four hours in any one day
- 3 £1,000 in total for any one claim.

#### **Property damage cover**

**We** will cover **costs** incurred in pursuit of **proceedings** against a third party other than an **employee** following an act or omission relating to material property owned by **you** which results in physical damage to that property.

**We** will not cover claims

- 1 arising from a contract made between **you** and a third party
- 2 arising from a lease or tenancy agreement applying to **your business premises** and disputes relating to the occupation of land or property owned

## Legal expenses section *continued*

by **you**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by **you** or on **your** behalf

- 3 involving goods
  - a in transit
  - b hired or lent to third parties
  - c at premises other than those occupied by **you**, unless they are at the premises for the purpose of installation or use in work carried out by **you**
- 4 involving a motor vehicle belonging to **you** or in **your** possession, except whilst on **your business premises**.

### Property infringement cover

**We** will cover **costs** incurred by **you** in **proceedings** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **business premises**.

**We** will not cover **disputes** relating to a tenancy agreement or lease or licence to occupy property or land.

### Prosecution defence for employers and employees cover

**We** will cover **costs** incurred by

- 1 **you** arising from any act, omission or alleged act or omission which leads to **your** prosecution in a court of criminal jurisdiction
- 2 **your employees** or **directors** for any matter arising out of their duties as **your employee** arising from any act, omission or alleged act or omission which leads to the prosecution of

**your employee** in a court of criminal jurisdiction

- 3 **you** arising from appeals by **you** against the service of improvement and prohibition notices under Health and Safety or Food Safety legislation.

**We** will not cover claims

- 1 arising from deliberate discrimination by **you**, an **employee** or a **director** amounting to an act of unlawful discrimination
- 2 for incidents dealt with by the Health and Safety Executive under the Fee for Intervention cost recovery schemes under the Health and Safety (Fees) Regulations 2012
- 3 for criminal prosecutions brought under Health and Safety legislation
- 4 for damages, compensation, interest, fines, costs or other penalties that **you** are ordered to pay by a court of criminal jurisdiction
- 5 arising from a motor prosecution
- 6 arising from **your** prosecution alleging
  - a intentional obstruction of a person in the execution of a warrant issued under **data protection legislation** by **you** or by an **employee**
  - b arising from **your**, or an **employees**, failure to give a person executing such a warrant the assistance they reasonably require for its execution
  - c arising from prosecutions of an **employee** for personal matters which do not relate to their duties as **your employee**.

### Social media defamation cover

We will pay **standard advisers costs** for an **adviser** to write one letter to the provider of the social media website containing defamatory comments made about **you** requesting the defamatory comments are removed.

Where the identity of the author of the defamatory comments is known **we** will also pay **standard advisers costs** for an **adviser** to write one letter to the author requesting that the comments are removed from the social media website.

The **Libel or slander exclusion** does not apply to this cover.

### Statutory licence and notice protection cover

We will cover **costs** incurred by **you** and **Attendance expenses cover** in an appeal to the relevant statutory body or in **proceedings** where the relevant authority suspends, revokes, alters the terms of or refuses to renew **your statutory licence**.

We will not cover claims arising from

- 1 an original application or standard renewal of a licence
- 2 a criminal prosecution.

### Tax disputes cover

We will cover **costs** incurred by **you** which arise directly from

- 1 a full or aspect enquiry by **HMRC** into **your** corporation tax return following the issue of formal notification by **HMRC**

- 2 any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the Pay As You Earn (PAYE) regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE
- 3 an enquiry conducted into the employment status of **your employees** under the PAYE or National Insurance Contributions (NIC) Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35)
- 4 a dispute following a compliance check or routine inspection undertaken by **HMRC** of **your** Value Added Tax (VAT) record-keeping
- 5 an enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **you** were not found guilty of dishonesty, fraud or fraudulent intent.

We will not cover claims

- 1 involving criminal proceedings or alleged fraudulent evasion of tax
- 2 any case dealt with by Special Civil Investigations Office, Boards Investigation Unit or any other special office of **HMRC**
- 3 arising from or relating to attendance at a compliance or control review or routine inspection undertaken by **HMRC** for PAYE, NIC or VAT

## Legal expenses section *continued*

- 4 where deliberate misstatements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- 5 where **you** have failed to give **your** business status to the relevant authorities within a statutory period
- 6 involving tax or National Insurance contributions avoidance schemes
- 7 which occurs during the first 90 days of the first **period of insurance** of this section
- 8 where **you** have failed to maintain or submit accurate, truthful and up to date records or where returns have not been submitted within statutory time limits or requirements
- 9 arising from a dispute as to whether an **employee's** remuneration should fall under either PAYE or sub-contract rules
- 10 in respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002
- 11 in respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **your** affairs, including the reconciliation of annual accounts with VAT returns
- 12 for damages, interest, fines or other penalties which **you** are ordered to pay.

### **We** will not pay costs

- 1 incurred in dealing with
  - a technical or routine matters not connected with or arising out of an expression of dissatisfaction with **your** affairs
  - b any deficiencies in books, records, accounts or returns including the costs of repairing a return
- 2 arising after **you** receive a notice telling **you** that the enquiry has been completed
- 3 arising from or relating to a tax tribunal.

### Conditions applicable to **Tax disputes cover**

- 1 **You** must
  - a maintain and continue to maintain accurate, truthful and up to date records
  - b make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies
  - c make all returns and payments except those which are disputed
  - d provide information to **HMRC** and other bodies where applicable.
- 2 **You** or **your adviser** must notify **us** by contacting the legal helpline as soon as possible if **you** receive any invitation by **HMRC** to make an offer in settlement.



- 3 For claims in respect of **HMRC** enquiries **your adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry.

#### **Tenancy disputes cover**

**We** will cover costs incurred by **you** and **Attendance expenses cover** in the pursuit or defence of **proceedings** between **you** and **your** landlord under the terms of the lease or tenancy agreement applying to **your business premises**.

**We** will not cover claims arising from or relating to the

- 1 amount, payment or non-payment of rent
- 2 renewal of the lease or tenancy agreement.

## **x What is not covered**

#### **Adviser costs exclusion**

**We** will not cover

- 1 **costs** where the estimate is more than the amount in dispute
- 2 **costs** or any other costs and expenses incurred which have not been agreed by **us** in advance or which are above the amount for which **we** have given **our** prior written approval.

#### **Avoidable correspondence exclusion**

**We** will not cover **costs** incurred in avoidable correspondence.

#### **Claims against your insurer exclusion**

**We** will not cover any claims made by or against **your** insurance broker, the **adviser, us** or AXA Insurance UK plc.

#### **Communicable disease exclusion**

**We** will not cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### **Computer software exclusion**

**We** will not cover claims caused by or arising from computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements.

### Confidentiality agreement exclusion

**We** will not cover claims caused by or arising from secrecy or confidentiality agreements and passing off.

### Consent exclusion

**We** will not cover

- 1 the costs of an appeal unless **we** have given **our** prior written consent to such costs being incurred
- 2 the fees of an expert witness without **our** approval being obtained for the appointment of the expert witness and to the amount of their fees
- 3 claims where **you** act without **our** consent or contrary to or in a manner different from **our** advice or that of **your adviser**.

### Cyber exclusion

**We** will not cover any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

### Deliberate act exclusion

**We** will not cover the defence of legal actions

- 1 arising from anything **you** did deliberately or recklessly
- 2 arising from any deliberate criminal act or omission by **you**
- 3 involving prosecutions which allege dishonesty or intentional violence.

### Excess exclusion

**We** will not cover the **excess** shown in **your** schedule for any one claim.

### Fire safety defects exclusion

**We** will not cover any claim, damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to or connected with the combustibility or fire safety defects of any

- 1 composite panels, cladding or facades of buildings or structures
- 2 internal or external walls
- 3 cladding systems and any associated core/filler/cavity insulation material
- 4 fixing systems.

### Government order exclusion

**We** will not cover claims caused by or arising from any actual, planned or proposed works by or under the order of any government or public or local authority.

### Group litigation exclusion

**We** will not cover claims where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause or where **your** claim may be affected by or affect the outcome of similar legal actions brought by other third parties.

### Intellectual property exclusion

**We** will not cover claims relating to patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property.

### Inter-company dispute exclusion

**We** will not cover any disputes or **proceedings** between **you** and with any parent company, subsidiary company or associated company or partner.

### Judicial review exclusion

**We** will not cover claims caused by or arising from an application for a judicial review.

### Libel or slander exclusion

**We** will not cover claims caused by or arising from libel or slander or malicious falsehood.

### Pollution or contamination exclusion

**We** will not cover **proceedings** alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or **proceedings** brought under or pursuant to any such statutes, regulations or ordinances.

### Prior circumstances exclusion

**We** will not cover **you** where **you** should have known that the circumstances leading to a claim under this section already existed at the time of buying this section of **your policy**.

### Property exclusion

**We** will not cover claims caused by or arising from

- 1 any planning law, including but not limited to town and country planning legislation

- 2 the construction of or structural alteration to buildings or parts of buildings.

### Radioactive contamination exclusion

**We** will not cover claims caused by or arising from

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

### Recoverable costs exclusion

**We** will not cover **you** for claims which are recoverable from a court, tribunal or elsewhere.

### Subsidence exclusion

**We** will not cover claims caused by or arising from subsidence or mining or quarrying activities.

### Test case exclusion

**We** will not cover claims arising from defending or pursuing a legal test case whose purpose is to set a precedent in law.

### Value Added Tax (VAT) exclusion

Where **you** are registered for VAT, **we** will not pay **you** for the VAT element of any legal expenses invoices.

### War and terrorism exclusion

**We** will not cover claims caused by or arising from war, invasion, terrorism, piracy, act of foreign enemy, hostilities

(whether war be declared or not), civil war, rebellion, revolution, military or usurped power, confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority.

### Section conditions

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

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

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

#### Change in law condition

Cover under this section is based on laws and regulations in force at the start of the **period of insurance**. If **we** believe that any subsequent change in law or regulations results in a change to the scope of cover, **we** reserve the right to

- 1 accept claims where the change restricts the cover provided
- 2 reject claims where the change provides cover which did not previously exist.

#### Choice of legal representative condition

If a claim is accepted under this section, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other **adviser's** fees unless court **proceedings** are issued, or a **conflict of interest** arises.

Where it is necessary to start court **proceedings** or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **we** will only agree to **your** choice of legal representative where their charging rates are not more than **our standard advisers costs**.

#### Claims condition

- 1 **We** may investigate the claim and take over and conduct the legal **proceedings** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a settlement of the legal **proceedings**.
- 2 **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.
- 3 The **adviser** will
  - a provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained
  - b keep **us** fully advised of all developments and provide such information as we may require
  - c keep **us** advised of **advisers costs** incurred

- d advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are accepted or rejected, cover under **your policy** will be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed
  - e submit bills for assessment or certification by the appropriate body if requested by **us**
  - f attempt recovery of costs from third parties.
- 4 In the event of a dispute arising as to **advisers costs** we may require **you** to change **adviser**.
- 5 **We** will only be liable for **advisers costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success in accordance with the **Prospects of success condition**.
- 6 **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal **proceedings** without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- 7 Where **we** have paid a claim or part of a claim and **you** are awarded any kind of monies, those are to be paid to **us** first.

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

#### **Costs recovery condition**

Where **we** have paid a claim or part of a claim and costs have been recovered from the third party, those costs are to be paid to **us**.

#### **Notification of claims condition**

For the purposes of this section only, this condition replaces the **Claims notification condition** within the **Policy conditions**.

As soon as **you** have a legal problem that **you** might need assistance with under **your policy** **you** must telephone the legal helpline on **0330 024 5346**.

**You** must comply with the advice given by the legal helpline.

**Our** legal advisers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under **your policy**, the legal helpline will ask **you** to complete **our** online claim form by visiting **https://claims.arclegal.co.uk**. Alternatively **we** can send a claim form to **you**. If **your** problem is not covered under **your policy**, the legal helpline might be able to offer **you** assistance under a private funding arrangement.

**You** must tell **us** of any claim, potential claim or circumstances which might lead to **you** making a claim

- 1 as soon as possible during the **period of insurance**, and
- 2 no later than 30 days after expiry of the **period of insurance**.

If **you** are not sure whether to tell **us** or not, it is best to call the legal expenses helpline.

There will be no cover under this section if, as a result of a delay in reporting the claim, **our** position has been prejudiced.

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

### Proportional costs condition

An estimate of the **costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

### Prospects of success condition

At any time **we** may form the view that **you** do not have a 51% or greater chance of winning the case and achieving a positive outcome. **We** will only do this when supported by independent legal advice.

Where **we** do this, **we** may decline support or any further support. Examples of a positive outcome are being able to

- 1 recover the amount of money at stake
- 2 enforce a judgement
- 3 achieve an outcome which best serves **your** interests.

### Your insolvency and liquidation condition

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

# Making a complaint

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

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

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

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact **your** insurance broker. Telephone contact is often the most effective way to resolve complaints quickly.

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

### AXA Insurance complaints:



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

### All claims complaints:



Tel: **01204 815359**



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

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

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

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

## Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

## Making a complaint *continued*

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

### The Financial Ombudsman Service



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



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



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

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

- do everything possible to resolve **your** complaint.
- learn from **our** mistakes.
- use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded and monitored.

## Financial Services Compensation Scheme (FSCS)

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

## Our promise to you

### We will

- acknowledge written complaints promptly.
- investigate **your** complaint quickly and thoroughly.
- keep **you** informed of progress of **your** complaint.

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

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



## Legal and tax advice, emergency helpline and Legal expenses complaints

Arc Legal Assistance Ltd aim to get it right, first time, every time. If Arc Legal Assistance Ltd make a mistake, they will try to put it right straight away.

If **you** are unhappy with the service that has been provided, **you** should contact Arc Legal Assistance Ltd at the address below.

Arc Legal Assistance Ltd will always confirm to **you**, within five working days, that they have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response.

Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with Arc Legal Assistance Ltd or before they have investigated the complaint if both parties agree.

Arc Legal Assistance Ltd	
	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD
	Telephone: <b>01206 615000</b>
	Email <b>customerservice@arclegal.co.uk</b>

**You** can also refer to the Financial Ombudsman Service (FOS) as stated on page 88 if **you** cannot settle **your** complaint with Arc or before they have investigated the complaint if both parties agree.

### Compensation

Arc Legal Assistance Ltd is covered by the Financial Services Compensation Scheme (FSCS). If they fail to carry out their responsibilities under this section of the policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100** or **020 7741 4100**.

## Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see Legal and tax advice, emergency helpline and Legal expenses complaints), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

**This document is available in other formats.**

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

**[www.axa.co.uk](http://www.axa.co.uk)**