



# Tradesman Essential Per Capita Liability Insurance



# Tradesman

## Per Capita Liability Insurance

Towergate Underwriting Liability & Construction

### Introduction

Thank You for choosing Towergate Underwriting Liability and Construction

This is Your policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

# Contents

This policy booklet consists of individual sections. It should be read in conjunction with The Schedule which indicates both the sections You are insured under and gives precise details of the extent of Your insurance protection.

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# The Contract of Insurance

The policy, the application form and/or declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Towergate Underwriting Liability and Construction and Towergate Commercial Underwriting.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the policy.

On behalf of Towergate Underwriting Liability and Construction

A handwritten signature in blue ink, appearing to read 'David Boulcott', with a small dot at the end.

David Boulcott  
Underwriting Director

Towergate Commercial Underwriting  
Towergate Underwriting Group Limited  
for and on behalf of the insurer.

## **IMPORTANT**

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your advisor. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Your insurance adviser when You renew this policy.

# Law Applicable

The policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

## How to make a claim

If You need to make a claim, please contact Your insurance broker. If You need to make a claim outside of office hours please telephone Our claims line on 0844 892 0967.

Please have Your policy number to hand when calling.

# Policy Definitions

(Not applicable to Legal Expenses Section)

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply, under the specific sections of this policy. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

## Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

## Event

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

## Employee

Any person who is

1. under a contract of service or apprenticeship with You
2. borrowed by or hired to You
3. self employed labour only sub-contractor labour master or supplied by any of them
4. seconded to acquire work experience under a scheme or otherwise
5. a voluntary worker

whilst working for You in the course of The Business

## Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your business activities.

## Bodily Injury

Bodily injury including death illness disease or nervous shock.

## Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

## Money

1. coins bank and currency notes
2. bankers drafts postal and money orders cheques Giro cheques
3. bills of exchange crossed warrants travellers cheques
4. unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards
5. National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines
6. VAT purchases invoices

belonging to You or for which You are responsible and pertaining to The Business.

## Offshore

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

## Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

## Polluting or Contaminating or Seeping Substances

Any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed and used by You for The Business stated in The Schedule.

## System

Computers other computing and electronics equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

# Policy Definitions

## Territorial Limits

1. England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
2. any other member country of the European Union
3. elsewhere in the world (excluding USA and Canada) in respect of Bodily Injury or Damage caused by or arising from non-manual activities of any director partner or Employee normally resident within the territories specified in 1. of this Definition and occurring during any temporary visit made in connection with The Business

## Terrorism

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

## The Business

1. The business specified in The Schedule
2. The provision and management for the benefit of You or Your Employees of canteen social sports educational or welfare facilities and first aid fire security and ambulance services
3. The ownership and routine maintenance and repair of The Premises from which The Business is conducted
4. The performance of private duties by Employees at Your request for You or for any director, partner or Employee of Yours.

## The Excess

The amount which We will deduct from the total agreed amount of each and every claim other than claims relating to Bodily Injury.

## The Premises

Buildings being commercial buildings or private dwelling house or private flat including all outbuildings and garages and land occupied in full or in part by You for The Business situated as stated in The Schedule.

## The Schedule

The document which specifies details of The Policyholder, The Premises, property insured and any excesses, endorsements or conditions applying to the policy.

## Tools of Trade

Portable hand tools (including power driven portable hand tools) ladders and office equipment (including mobile telephones and computer equipment) and vehicular satellite navigation equipment used in connection with The Business property of You and/or Your Employees or hired in for which You and/or Your Employees are responsible under a written contract of hire.

## Virus

Programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

## We/Us/Our

Towergate Underwriting Group Limited trading as Towergate Commercial Underwriting (TCU) and Towergate Underwriting Liability & Construction (TULAC) on behalf of the following insurers

### Sections 1 to 4

Ageas Insurance Limited  
Ageas Insurance Limited registered in England and Wales number 1093310 Registered Office Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number: 202039).

### Section 5

DAS Legal Expenses Insurance Company Limited.  
DAS Legal Expenses Insurance Company Limited registered in England and Wales number 103274 Registered Office DAS House Quay Side Temple Back Bristol BS1 6NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number: 202106).

## You/Your/The Policyholder

The person or persons or corporate body named in The Schedule as the policyholder including

1. the legal personal representatives in the event of Your death in respect of liability incurred by You
2. at Your request any director partner or Employee.

# Section 1 – Public and Products Liability

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Asbestos

Asbestos, asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

### Compensation

Damages, including interest.

### Costs and Expenses

1. Fees for Your legal representation at
  - a. any coroner's inquest or fatal accident inquiry
  - b. proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
2. Costs and expenses incurred with Our written consent
3. Any claimant's legal costs for which You are legally liable

in connection with any Event which is or may be the subject of indemnity under this Section.

### Damage

Physical

1. loss
2. destruction
3. damage

but not including loss of Data

### Financial Loss

A pecuniary loss suffered by any customer or user of any Products Supplied by You and not caused by Personal Injury or Damage to Property.

### Personal Injury

1. Bodily Injury
2. Wrongful
  - a. Arrest, detention or imprisonment
  - b. Eviction
  - c. Accusation of shoplifting

## Pollution or Contamination

1. Pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination

arising from Polluting or Contaminating or Seeping Substances.

## Products Supplied

Any goods or other material property manufactured sold supplied delivered installed erected altered treated tested or repaired by You or on Your behalf in the course of The Business and which is no longer in Your custody or Control.

## Property

Material property but shall not include Data.

## The Policyholder

1. You
2. Your personal representatives in respect of legal liability You incur
3. At Your request
  - a. any director, partner or Employee of Yours
  - b. the officers, committees and members of Your
    - i. canteen, social, sports, educational and welfare organisations
    - ii. first aid, fire, security and ambulance services in their respective capacities as such
  - c. any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - d. those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.



# Section 1 – Public and Products Liability

## The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one Event.

In respect of Products Supplied The Limit of Indemnity will apply to the total of all Events happening in any one Period of Insurance.

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all Events happening in any one Period of Insurance.

## The Works

All works completed or to be completed by You or on Your behalf including

1. materials incorporated or to be incorporated
2. plant tools equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

## Cover

We will indemnify You against

1. legal liability to pay Compensation and
2. Costs and Expenses in respect of accidental
  - a. Personal Injury
  - b. Damage to Property
  - c. Obstruction trespass nuisance wrongful arrest or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction
2. Canada

The maximum We will pay, inclusive of Costs and Expenses is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section

## Additional Activities

The Business includes

1. upkeep of vehicles and plant which are owned and used by You
2. Your participation at exhibitions.

## Buildings Temporarily Occupied

We will indemnify You in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by You for the purposes of carrying out The Business.

We will not provide indemnity in respect of Damage to

1. premises and their contents which You own or are loaned leased hired or rented to
  - a. You
  - b. any other party who is carrying out work on Your behalf
2. The Works.

## Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify You in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. costs of prosecution awarded against You

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Territorial Limits and in connection with The Business
2. in respect of proceedings which result from any deliberate act or omission by You
3. where indemnity is provided by another insurance policy.

# Section 1 – Public and Products Liability

## Contractual Liability

We will indemnify You in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in Us.

We will not be liable for

1. liquidated damages fines or penalties
2. Damage to material property against which The Policyholder is required to effect insurance under the terms of clause 21.2.21 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
3. Damage to material property brought on to any site of contract or place of work for the purpose of such contract or work
4. liability arising from Products Supplied under a contract of sale.

## Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy has been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## Data Protection Act 1998

We will indemnify You in respect of

1. legal fees and defence costs
2. legal liability for Compensation to an individual
  - a. the subject of personal data You hold and
  - b. who suffers damage or distress caused by
    - i. inaccuracy of the data
    - ii. loss of the data
    - iii. unauthorised destruction or disclosure of the data
    - iv. unauthorised access to the data arising from proceeding brought against The Policyholder under Section 13 of the Data Protection Act 1998.

We will not provide indemnity in respect of

1.
  - a. Personal Injury other than as provided by this Clause
  - b. Damage to Property
  - c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - d. libel, slander or defamation
2. Consequential losses
3. Liability
  - a. as a result of You having authorised the destruction or disclosure of the data
  - b. which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
4. any fine or statutory payment
5. liability which arises solely by reason of the terms of any agreement
6. liability in respect of liquidated damages or under any penalty clause
7. legal costs or expenses or Financial Losses in respect of any order
  - a. for rectification or erasure of data
  - b. requiring the data to be supplemented by any other statements
8. proceedings relating to the Compensation for any
  - a. Employee if the Employers' Liability Section of this policy is not in force
  - b. third party if the Public and Products Liability Section of this policy is not in force.

## Defective Premises

We will indemnify You in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

1. the Defective Premises Act 1972
2. the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises

# Section 1 – Public and Products Liability

## Legal Expenses arising from Health and Safety Legislation

We will indemnify You in respect of

1. legal fees and expenses incurred with our written consent for defending proceedings, including appeals
2. cost of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act omission or incident committed during the Period of Insurance within the Territorial Limits and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by You
  - b. relate to the health and safety of any Employee
3. where indemnity is provided by any other insurance
4. in respect of the cost of any fine or penalty.

## Hired Leased or Rented Premises

We will indemnify You in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Territorial Limits which are hired rented leased or loaned to You in connection with The Business.

We will not provide indemnity in respect of

1. The first GBP 100 of Compensation Costs and Expenses in respect of such Damage caused other than by fire or explosion
2. liability imposed on You solely by reason of the terms of any tenancy hiring leasing renting or loaning agreement
3. Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by You.

## Motor Contingent Liability

We will indemnify You against legal liability arising out of the use by any Employee for the purposes of The Business of any motor vehicle not belonging to or provided by You.

We will not be liable under this clause in respect of

1. indemnifying any party other than You
2. loss of or damage to such motor vehicle or to property conveyed therein or thereon

3. Bodily Injury or Damage arising while such vehicle is being driven by You
4. legal liability where indemnity is provided under any other insurance or security
5. Bodily Injury to any Employee
6. Bodily Injury or Damage occurring outside any country within the European Union.

## Overseas Personal Liability

We will indemnify You and any director partner or Employee or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

1. Bodily Injury to any person
2. physical loss of or physical damage to material property

occurring during the Period of Insurance within the territories stated in 2. and 3. of the Territorial Limits during temporary visits in connection with The Business

Provided that

1. the conduct and control of all claims is vested in Us
2. any person entitled to indemnity under this Clause complies with and is subject to the terms Clauses and Exclusions of this policy in so far as they can apply
3. Our liability will not exceed The Limit of Indemnity stated in The Schedule

We will not be liable

1. for liability arising from
  - a. any business profession or trade
  - b. ownership or occupation of land or buildings
  - c. ownership possession or use of
    - i. firearms (other than sporting guns)
    - ii. mechanically propelled vehicles and anything attached to them
    - iii. craft intended to travel through air or space
    - iv. hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
    - v. animals (other than pet domestic animals)
  - d. property held in trust
  - e. Bodily Injury to You or such director partner or Employee or accompanying family member
2. for liability more specifically insured
3. for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

# Section 1 – Public and Products Liability

## Payment for Court Attendance

We will compensate You if, at Our request, You or any director partner or employee of Yours is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay for

1. You, each director or partner is GBP 500 per day
2. each employee is GBP 250 per day

## Mechanical Plant as Tool of Trade

We will indemnify You in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the Territorial Limits but not in respect of any liability

1. in connection with any watercraft hovercraft or aircraft
2. if indemnity is provided under any other insurance or security
3. which is required to be insured under any road traffic legislation or is the subject of other security.

## Employees' and Visitors' Personal Belongings

We will indemnify You in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings, which are in Your custody or control.

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration by You
3. in Your custody or control for the purpose of being worked upon.

## Exclusions

The following exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this policy booklet).

### 1 Injury to Employees

We will not provide indemnity in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in The Business

### 2 Property in The Policyholder's Custody

We will not provide indemnity in respect of Damage to Property

1. which You own or is loaned, leased, hired or rented to You

2. being worked on by or on Your behalf if loss or damage is as a direct result of such work
3. which is held in trust or in the custody or control of
  - a. You
  - b. Any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired Leased or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.

### 3 Vehicles and Craft

We will not provide indemnity in respect of the ownership possession or use by or on Your behalf of any

- a. aircraft aerial device watercraft (but not hand propelled or sailing craft which are less than 8 metres in length and barges used solely on inland or territorial waters) or hovercraft
- b. motor vehicle trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
  - i. where described in the Motor Contingent Liability Clause
  - ii. the loading or unloading of any such vehicle trailer or plant where indemnity is not provided by another insurance policy.

### 4 Defective Goods

We will not provide indemnity in respect of Damage to or the cost incurred by anyone in repairing removing replacing reapplying rectifying or reinstating

1. Products Supplied (other than Products Supplied previously under a separate contract)
2. The Works

### 5 Recall

We will not provide indemnity in respect of recalling or making refunds in respect of

1. Products Supplied
2. The Works

### 6 Design and Advice

We will not provide indemnity in respect of liability arising out of advice design formula plan or specification given separately for a fee or other consideration by or on Your behalf.

### 7 Offshore

We will not provide indemnity in respect of liability arising out of work undertaken or visit Offshore

# Section 1 – Public and Products Liability

## 8 Liability Under an Agreement

We will not provide indemnity in respect of liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in the Contractual Liability Clause

## 9 Property Damage Excess

We will not provide indemnity in respect of The Excess shown in The Schedule as applying in respect of each and every Event resulting in Damage to Property

## 10 Tree Felling Lopping or Topping

We will not provide indemnity in respect of liability caused by or arising out of

1. lopping topping or felling of trees
2. any pruning of trees shrubs or bushes above 3 metres in height
3. any use of explosives
4. crop spraying

## 11 Alarm and Security Installations

We will not provide indemnity in respect of liability arising out of or in consequence of

1. the failure or partial failure
2. advice relating to or the design plan or specification of any form of
  - a. alarm system equipment or installation
  - b. fire control or extinguishment system or installation
  - c. electronically operated shutters or cameras or any other form of electronically controlled security equipment
  - d. lock or security device.

## 12 Hazardous Locations

We will not provide indemnity in respect of liability arising in connection with work on or in

1. docks harbours or railways
2. watercraft or offshore gas or oil installations
3. chemical or petrochemical works oil or gas refineries or storage facilities
4. aircraft airports or airfields
5. collieries mines or quarries
6. power stations
7. any installation where nuclear processing is undertaken.

## 13 Date Recognition

We will not provide indemnity in respect of liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving date whether Your property or not and whether occurring before during or after the year 2000

1. to correctly recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of
  - a. treating any date otherwise than as its true calendar date
  - b. the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or
  - c. otherwise to function correctly

## 14 Pollution

We will not provide indemnity in respect of Pollution or Contamination including the cost of removing nullifying or cleaning up Polluting or Contaminating or Seeping Substances or remediation including remediation under the Environment Act 1995 unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance provided that

1. all Pollution or Contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
2. Our liability for all damages and claimants costs and expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate The Limit of Indemnity stated in The Schedule

but in no event shall We provide indemnity in respect of Pollution or Contamination including the cost of removing nullifying or cleaning up Polluting or Contaminating or Seeping Substances or remediation in the United States of America or Canada.

# Section 1 – Public and Products Liability

## 15 Asbestos

We will not provide indemnity in respect of

- a) in respect of mental injury mental anguish or shock or fear of suffering death bodily injury, illness or disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos.
- b) for the costs of management (including those of any persons under any statutory duty to manage) removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos.

## 16 Mould

We will not provide indemnity in respect of liability arising out of mould or toxic mould.

## 17 Aircraft or other aerial Device

We will not provide indemnity in respect of the carrying out of any work or any products supplied for incorporation within any aircraft or other ariel device

## 18 USA

Products Supplied which You knew, know or could be expected to know would be used within the United States of America

For the purposes of this Condition, Bona Fide subcontractors shall mean contractors who work without direction from You and provide their own contract materials, plant, equipment and tools.

## 2 Heat Equipment Precautions

It is a condition precedent to liability that the following precautions must be observed on each occasion there is use away from The Premises of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

1. equipment will be lit as short a time as possible before use and extinguished immediately after use
2. equipment which is lit or switched on must not be left unattended
3. at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
4. the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
5. a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases.

## Conditions

The following conditions apply to this Section.

(Also refer to the policy conditions at the back of this policy booklet).

### 1 Bona Fide Subcontractors

It is a condition precedent to liability that

1. The Policyholder has in place a system of check that any Bona Fide subcontractor engaged by or on Your behalf maintains in force for the period of the relevant contract Public Liability insurance appropriate to the work carried out and with indemnity limit which is at least equivalent to The Limit of Indemnity under this Section and which must include an indemnity to The Policyholder as principal
2. You keep a written record of the Bona Fide subcontractors' Public Liability insurance including the name of the insurer and the policy number which must be provided to Us in the event of a claim
3. payments to Bona Fide subcontractors shall not exceed 25% of Your annual turnover

### 3 Bitumastic Products Precautions

It is a condition precedent to liability that

1. bitumastic products are not heating in or on any building
2. vessels for heating bitumastic products are continuously attended whilst heating is taking place

### 4 Flammable Solvent Precautions

It is a condition precedent to liability that the following precautions must be observed on each occasion there is use away from The Premises of solvents or glues with a flashpoint below 23 degrees Centigrade

1. smoking must not take place
2. no item for the application or supply of heat must be used
3. prior to commencement of work the site of work must be checked by You and all naked flames in pilot lights and appliances extinguished
4. adequate ventilation must be maintained at the site of work.

# Section 1 – Public and Products Liability

## 5 Underground Services

It is a condition precedent to liability that prior to the commencement of any digging or excavation work You must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures.

## 6 Suspension of Cover

We may, at any reasonable time, inspect any Property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.



# Section 2 – Employers Liability

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Compensation

Damages, including interest.

## Costs and Expenses

1. Fees for Your legal representation at
  - a. Any coroner's inquest or fatal accident inquiry
  - b. Proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
2. Costs and expenses incurred with Our written consent
3. Any claimant's legal costs for which You are legally liable

in connection with any Event which is or may be the subject of indemnity under this Section.

## The Policyholder

1. You
2. Your personal representatives in respect of legal liability You incur
3. At Your request
  - a. any director, partner or Employee of Yours
  - b. the officers, committees and members of Your
    - i. canteen, social, sports, educational and welfare organisations
    - ii. first aid, fire, security and ambulance services in their respective capacities as such
  - c. any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - d. those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one Event.

## Cover

We will indemnify The Policyholder against

1. the legal liability to pay Compensation and
2. costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within the Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

## Additional Activities

The Business includes

1. upkeep of vehicles and plant which are owned and used by You
2. Your participation at exhibitions.

## Contractual Liability

We will indemnify You in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

## Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy has been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## Legal Expenses arising from Health and Safety Legislation

We will indemnify You in respect of

1. legal fees and expenses incurred with our written consent for defending proceedings, including appeals
2. cost of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987



## Section 2 – Employers Liability

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act omission or incident committed during the Period of Insurance within the Territorial Limits and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by You
  - b. relate to the health and safety of any person other than an Employee
3. where indemnity is provided by any other insurance
4. in respect of the cost of any fine or penalty.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You or any director partner or employee of Yours is attending court as a witness in connection with a claim for which The Policyholder is entitled to indemnity.

The maximum We will pay for

1. You, each director or partner is GBP 500 per day
2. each employee is GBP 250 per day

### Unsatisfied Court Judgments

If a judgment for damages or costs in respect of Bodily Injury sustained by an Employee arising out of and in the course of employment or engagement by You in connection with The Business and arising from an accident occurring within the Territorial Limits during the Period of Insurance

1. is obtained by such Employee in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than You domiciled or operating from premises within those territories and
2. remains wholly or partially unsatisfied six months after the date of such judgment

at Your request We will pay to such Employee the amount of damages and costs remaining unsatisfied

Provided that

1. there is no appeal outstanding
2. the Employee or his or her personal representative has assigned judgment to Us.

## Exclusions

### 1 Offshore

We will not provide indemnity in respect of liability arising out of work undertaken or visit Offshore.

### 2 Passenger Liability

We will not provide indemnity in respect of Bodily Injury sustained by any director or Employee while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation.

### 3 Hazardous Locations

We will not provide indemnity in respect of Bodily Injury arising in connection with work on or in

1. docks harbours or railways
2. watercraft or offshore gas or oil installations
3. chemical or petrochemical works oil or gas refineries or storage facilities
4. aircraft airports or airfields
5. collieries mines or quarries
6. power stations
7. any installation where nuclear processing is undertaken.

### 4 Tree Felling Lopping or Topping

We will not provide indemnity in respect of liability caused by or arising out of

1. lopping topping or felling of trees
2. any pruning of trees shrubs or bushes above 3 metres in height
3. any use of explosives
4. crop spraying

## Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

### 1 Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

# Section 3 – Tools and Transit

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Contract

Any contract or agreement entered into by You to carry out work in the course of The Business.

### Damage

Physical

1. loss
2. destruction
3. damage.

### Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.

### The Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which You must pay for each and every claim and You will reimburse any such amount paid by us.

## Cover

We will indemnify You against Damage occurring within the Territorial Limits during the Period of Insurance to

1. Tools of Trade provided that We shall not be liable for
  - a. more than the Tools of Trade Sum Insured shown in The Schedule for each individual person in respect of any one occurrence or series of occurrences attributable to one original cause or source
  - b. more than GBP 1,500 in respect of any one item insured under this Section.
2. materials and other goods for incorporation in the Contract the property of You or held by You in trust or on commission being carried by Your motor vehicle(s) for an amount not exceeding the Sum Insured shown in The Schedule in respect of any one occurrence or series of occurrences attributable to one original cause or source.

## Exclusions

### 1 Money

We will not provide indemnity in respect of Damage to Money documents or title deeds bonds promissory notes precious stones bullion gold or silver articles and jewellery.

### 2 Livestock

We will not provide indemnity in respect of loss of or injury to livestock

### 3 Deterioration

We will not provide indemnity in respect of Damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or the carriage of explosives mechanical or electrical breakdown or failure.

### 4 Theft From Open Sided/Backed Vehicles

We will not provide indemnity in respect of theft from open sided or open backed vehicles/trailers.

### 5 Theft of Tools/Mobile Telephone or Computer

We will not provide indemnity in respect of theft of tools, mobile telephone or computer (including parts equipment and accessories) or computer software from an unattended motor vehicle or trailer unless

1. such property is secured in a locked boot or locked glove box within the vehicle and
2. such theft results from forcible and violent entry into a securely locked motor vehicle.

### 6 Theft from Unattended Vehicle

We will not provide indemnity in respect of theft from any unattended motor vehicle and/or trailer between the hours of 20:00 and 07:00 unless the vehicle or trailer

1. is in a securely locked garage or
2. has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer. Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle.

### 7 Glass

We will not provide indemnity in respect of Damage to glass other than arising from the explosion or theft or accident to the conveying vehicle.

# Section 3 – Tools and Transit

## 8 Documents

We will not provide indemnity in respect of any consequential losses or any costs of replacing or reinstating data or rewriting documents.

## 9 The Excess

We will not provide indemnity in respect of The Excess/Excesses shown in The Schedule.

## Conditions

The following conditions apply to this Section.

(Also refer to the policy conditions at the back of this policy booklet).

### 1 Police Report

All losses involving theft or disappearance shall be reported immediately to the police.

### 2 Possession and Salvage

We shall be entitled on the happening of any Damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to Us.

### 3 Indemnity

We shall be entitled to indemnify You by

1. payment of the amount of the loss or
2. a replacement or repair of the property or any part thereof insofar as it is practicable to do so and You shall at no cost to Us produce such plans documents books and information as We may reasonably require.

# Section 4 – Contract Works and Plant

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Average

Whenever the Sum Insured is declared subject to Average if the Sum Insured at the time of Damage is less than 85% of the total value of the property insured then You shall be Your own insurer for the difference and shall bear a proportional part of the loss accordingly.

### Contract

Any contract or agreement entered into by You to carry out work in the course of The Business.

### Contract Site

1. A site within the Territorial Limits at which You are carrying out work under a Contract

or

2. The site address stated in The Schedule if cover applies to a specific Contract.

### Damage

Physical

1. loss
2. destruction
3. damage.

### Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.

### Territorial Limits

England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man

### The Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which You must pay for each and every claim and You will reimburse any such amount paid by us.

### The Works

1. Temporary or permanent works completed or to be completed as part of any Contract

and/or

2. Materials for incorporation whilst
  - a. on the Contract Site
  - b. in transit to or from the Contract Site by road rail or inland waterway

- c. temporarily stored elsewhere than on any Contract Site

## Cover

We will indemnify You by payment or at Our option by reinstatement or repair for Damage occurring within the Territorial Limits to

1. The Works
2. constructional plant equipment machinery and site huts other than Tools of Trade in connection with The Business whilst
  - a. on a Contract Site
  - b. in transit to or from a Contract Site by road rail or inland waterway
  - c. at The Premises in a securely locked compound garage or building
  - d. elsewhere in respect of construction plant equipment and machinery which is undergoing maintenance or repair
3. hired in constructional plant equipment machinery and site huts for which liability has been assumed under indemnity clauses incorporated in plant hiring agreements entered into by You whilst
  - a. on a Contract Site
  - b. in transit to or from a Contract Site by road rail or inland waterway
  - c. at The Premises in a securely locked compound garage or building
  - d. elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair

Provided that

1. such property is property belonging to You or for which You are responsible
2. the property is stated as insured in The Schedule
3. Our liability for all Damage arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Sum Insured in respect of each item of property insured stated in The Schedule
4. the Sum Insured for
  - a. The Works
  - b. Own Plant
  - c. Hired in Plantmeans the aggregate total value at risk at all Contract Sites at any one time
5. the Sums Insured for Contract Works Own Plant and Hired in Plant are each separately subject to Average.

# Section 4 – Contract Works and Plant

## Cluses

The following clauses apply to this Section.

### Additional Interests

We will, to the extent required by the conditions of the Contract include the interest as joint insured of any employer or contractor provided that such employer or contractor shall observe fulfil and be subject to the terms Conditions and Exclusions of this policy.

### Debris Removal

We will indemnify You in respect of the costs and expenses that you incur, with Our consent, for

1. removing debris
2. dismantling or demolishing
3. shoring up or propping

of any damaged property forming the basis of a claim under this Section of the policy.

### Professional Fees

We will indemnify You in respect of payment of architects surveyors consultants and other professional fees necessarily incurred by You in the reinstatement of the property insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale or schedule of charges of the appropriate body or institute nor 10% of the Sum Insured stated in the Schedule in respect of The Works.

### Redrawing Plans or Documents

We will indemnify You in respect of Damage to deeds plans drawings specification and files provided that Our liability shall be restricted to the value of materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to You of the information contained therein.

### The Works Sum Insured Increase

In the event of an increase in the value of any Contract an automatic increase in the Sum Insured in respect of The Works for such Contract shall apply provided that the amount of such increase shall not exceed 15% of the Sum Insured.

### Hired in Plant Legal Costs and Expenses

We will indemnify You in respect of payment of legal costs and expenses incurred with Our written consent in respect of any claim relating to Damage to Hired in Plant which may be the subject of indemnity under this policy.

### Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant for which a claim has been accepted under this policy by Us for a maximum period of 60 days following Damage and We shall not be liable for the first 48 hours that the plant is out of commission.

## Exclusions

### 1 Watercraft and Vehicles

We shall not provide indemnity in respect of Damage to any

1. watercraft aircraft or hovercraft
2. mechanically propelled vehicle or plant (including anything attached to such vehicle or plant)
  - a. used in circumstances where compulsory insurance or security is required by any road traffic legislation
  - b. where indemnity is provided by any other policy or security.

### 2 Tyres

We will not provide indemnity in respect of Damage to tyres unless the vehicle or plant is damaged at the same time.

### 3 The Excess

We will not provide indemnity in respect of The Excess/Excesses shown in The Schedule.

### 4 Consequential Loss

We will not provide indemnity in respect of consequential loss of any kind or description whatsoever including penalties losses due to delay lack of performance or loss of contract but this Exclusion shall not apply in respect of liability for the payment of continuing hire charges as defined provided that such liability has been insured.

### 5 Relief of Responsibility

We will not provide indemnity in respect of Damage for which You are relieved of responsibility by the conditions of the Contract.

### 6 Design

We will not provide indemnity in respect of Damage due to fault defect error or omission in design plan or specification.

# Section 4 – Contract Works and Plant

## 7 Defective Workmanship or Materials

We will not provide indemnity in respect of Damage due to defective workmanship or materials provided that this Exclusion shall be limited to the structure or work immediately affected and shall not be deemed to exclude Damage to other parts of The Works or other insured property by an accident resulting from such defect.

## 8 Deterioration

We will not provide indemnity in respect of Damage due to wear and tear rust or other deterioration insects or vermin.

## 9 Cessation of Works

We will not provide indemnity in respect of Damage due to cessation of work whether total or partial.

## 10 Completed Works

We will not provide indemnity in respect of Damage to any part of the permanent Works

1. for which a certificate of completion has been issued

or

2. which has been completed and handed over to Your employer

or

3. taken into use

unless the Damage occurs

1. during the Maintenance Period but caused before the beginning of the Maintenance Period or
2. while You are carrying out Your obligations under the Maintenance Period or
3. within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.

## 11 Breakdown and Wilful Acts

We will not provide indemnity in respect of Damage arising from or caused by

1. mechanical or electrical breakdown or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement
2. wilful act and/or wilful neglect

## 12 Money

We will not provide indemnity in respect of Damage to cash bank notes cheques postal orders money orders stamps or securities.

## 13 Inventory Losses

We will not provide indemnity in respect of Damage

1. by disappearance or shortage discovered only when an inventory is taken

or

2. which is not traceable to an event.

## 14 Governing Authorities

We will not provide indemnity in respect of Damage arising from or caused by confiscation commandeering nationalisation requisition or destruction by order of any government or any public or local authority.

## 15 Plant in Transit and Tower Cranes

We will not provide indemnity in respect of Damage to any

1. plant which is in transit other than by road rail or inland waterway
2. tower cranes

## 16 Hazardous Structures

We will not provide indemnity in respect of any Damage arising from or caused by any work on bridges viaducts subways tunnels motorways dams or nuclear installations.

## 17 Existing Structure

We will not provide indemnity in respect of Damage to any property

1. forming part of any structure
2. which has formed part of any structure prior to the commencement of the contract works.

## 18 Use by the Employer

We will not provide indemnity in respect of Damage due to the use or occupation by Your employer of any portion of The Works which has been handed over to Your employer.

## Conditions

The following conditions apply to this Section.

(Also refer to the policy conditions at the back of this policy booklet).

### 1 Diminution of Damage

You shall carry out and permit any action to be taken which may be reasonable practicable to diminish Damage and at Our request and expense comply with and co-operate in any measures that may be reasonably required.

# Section 5 – Legal Expenses Insurance

## Legal Expenses Insurance Section

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## This is your Commercial Legal Protection Section

### DAS agreement

This section of the policy, the policy schedule and any endorsement shall be considered as one document.

**We** agree to provide the insurance described in this section of the policy for the **insured person** in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

### What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award

6. in respect of **Legal defence 6. Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

### What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
3. **We** will not pay more than £2,000 for claims in respect of **aspect enquiries**.
4. **We** will not pay the first £200 of **costs and expenses** of each and every claim in respect of **aspect enquiries**

## Definitions applicable to this section

### appointed representative

The **preferred law firm**, **tax consultancy**, representative accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

### aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of **your** self assessment and/or corporation tax return.

### business

As shown in the policy schedule.

### business premises

As shown in the policy schedule.

### costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

### countries covered

- (a) For insured incidents **Legal defence** (excluding **5. Statutory notice appeals**), and **Personal injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.



# Section 5 – Legal Expenses Insurance

- (b) For all other insured incidents

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

## cross-tax enquiry

A **full enquiry** which includes a review of Value Added Tax and/or Employer Compliance.

## DAS Standard Terms of Appointment

The terms and conditions (including the of Appointment amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

## date of occurrence

- (a) For civil cases (other than under insured incident **Tax protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance**.
- (d) For insured incident **Legal defence 5. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

## employer compliance dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

## full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of **your** tax affairs and includes a request to examine all **your** books and records. Excludes an examination limited to one or more specific aspects of **your** self assessment and/or corporation tax return. Please refer to the definition for **aspect enquiry**.

## insured person

**You** and the directors, partners, managers and employees.

## period of insurance

The period for which **we** have agreed to cover the **insured person**.

## preferred law firm or tax consultancy

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

## reasonable prospects

- (a) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

## VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

## we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

## you, your

The **business** that has taken out this section of this policy (shown as the policyholder in the policy schedule).

## Insured Incidents

## Employment disputes and compensation awards

### 1. Employment disputes

#### What is covered

**Costs and expenses** to defend **your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
- (i) a contract of employment with **you**; or
- (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.



# Section 5 – Legal Expenses Insurance

## What is not covered

A claim relating to the following:

1. damages for Personal injury or loss of or damage to property
2. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

## 2. Compensation awards

### What is covered

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under insured incident 1.

### Provided that:

- (a) in cases relating to performance and/ or conduct, **you** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **our** legal advice service (Telephone **0117 927 1800**)
- (b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (Telephone **0117 927 1800**)
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0117 927 1800**)
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**.

## What is not covered

1. Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

## 3. Employee civil legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **your** employees.

Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.

## 4. Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

### What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim.

# Section 5 – Legal Expenses Insurance

## Legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** legal rights:

#### 1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/ or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence

#### 2. Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

Please note **we** will only cover criminal investigations and/ or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule.

#### 3. Data protection and Information Commissioner registration

(a) If civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

(b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner. Please see **Exceptions**.

#### 4. Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

#### 5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

#### 6. Jury service and court attendance

An **insured person's** absence from work:

(a) to perform jury service

(b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

### Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (b) at the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident **3. Data protection and Information Commissioner registration**
- (c) **you** request **us** to provide cover for the **insured person**.

### What is not covered

A claim related to the following:

1. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
2. an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
3. a Statutory Notice issued by an **insured person's** regulatory or governing body.

## Property Protection

### What is covered

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

### What is not covered

A claim relating to the following:

1. a contract **you** have entered into
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
4. mining subsidence
5. defending **your** legal rights but **we** will cover defending a counter-claim
6. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the **business** of selling motor vehicles)
7. the enforcement of a covenant by or against **you**.

# Section 5 – Legal Expenses Insurance

## Personal injury

### What is covered

At **your** request, **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

### What is not covered

A claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

## Tax protection

### What is covered

1. A **full enquiry** or **aspect enquiry**.
2. A **cross-tax enquiry**.
3. An **employer compliance dispute**.
4. A **VAT dispute**.

### Provided that:

- (a) **you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed
- (b) **we** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule.

### What is not covered

1. **We** will not pay the first £200 of **costs and expenses** of each and every claim in respect of **aspect enquiries**.
2. Any tax avoidance schemes.
3. Any failure to register for Value Added Tax or Pay As You Earn.
4. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
5. Any claim relating to import or excise duties and import VAT.

6. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Exceptions

**We** will not pay for the following:

### 1. Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

### 2. Costs we have not agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

### 3. Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.

### 4. Legal action we have not agreed

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

### 5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

### 7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### 8. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

### 9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.

### 10. Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

# Section 5 – Legal Expenses Insurance

## 11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 12. Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- (a) are declared bankrupt
- (b) have filed a bankruptcy petition
- (c) have filed a winding-up petition
- (d) have made an arrangement with **your** creditors
- (e) have entered into a deed of arrangement
- (f) are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## 13. Group or Class Actions

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

## 14. Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

## 15. Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## 16. Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## Conditions

Applicable to this section of the policy

### 1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm, tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

### 2. Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

### 3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action.

## Section 5 – Legal Expenses Insurance

In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

### 4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

### 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

### 6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.

### 7. Expert opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**.

Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

### 8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small **business**, **you** can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of **business**).

The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

### 9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this section of the policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

### 10. Cancelling this section of the policy

**We** can cancel this section of the policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this section of the policy at any time as long as **we** are told at least 14 days beforehand.

### 11. Fraudulent claims

**We** will, at **our** discretion, void this section of the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

### 12. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.



# Section 5 – Legal Expenses Insurance

## 13. Other insurances

If any claim covered under this section of the policy is also covered by another policy, or would have been covered

if this section of the policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 14. Law that applies

This section of the policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please telephone **us** on **0117 927 1800** as soon as **you** become aware of the problem. **We** will ask **you** about **your** legal issue and if necessary call back to give **you** legal advice.

## Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, telephone **us** on **0117 927 1800** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not, but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process the personal data (including sensitive personal data such as convictions) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose personal data about an **insured person** to any other person or organisation without written consent. For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address below.

## How to make a complaint

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Or **you** can phone **us** on **0844 893 9013** or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If **you** are still not satisfied and are a small **business** **you** can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**You** can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Using this service does not affect **your** right to take legal action.

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **your** email address, quoting **your** policy number and **we** will contact **you** by email to inform **you** of future updates to the information.

## DAS businesslaw

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can create ready- to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

# Section 5 – Legal Expenses Insurance

To access DASbusinesslaw, **you** will need to register at **www.dasbusinesslaw.co.uk**, using **your** DAS policy number TS5/5037194 and the voucher code **DAS472301**.

If **you** experience any problems accessing the service, please email details of **your** problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with **your** policy number **TS5/5037194** in the subject box.

## Helpline services

**You** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** the policy number and the name of the insurance provider who sold **you** the policy.

## Legal advice service

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

**Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this

jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

**Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back. Contact us on 0117 927 1800.**

## Tax advice service

**We** offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

**Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back. Contact us on 0117 927 1800**

## Counselling service

**We** will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

**The counselling service helpline is open 24 hours a day, seven days a week. We will not accept responsibility if the helpline services are unavailable for reasons we cannot control. Contact us on 0844 893 9012**

# Policy Conditions

Each section of the policy contains Conditions. They must be read in conjunction with the following policy conditions which apply to all Sections unless otherwise stated.

## 1. Alteration of The Business or Number of Persons Working

It is a condition precedent to liability that You will immediately notify Us in writing of any alteration in The Business which may increase the risk of Bodily Injury or Damage including any alteration in the maximum number of persons stated in the Schedule working in The Business.

## 2. Observance of Policy Terms

It is a condition precedent to liability that the answers and statements in the application form and/or declaration made by You are true and complete and that You observe and fulfil the terms Conditions and Endorsements of this policy in so far as they relate to anything to be done or complied with by You.

## 3. Reasonable Precautions

It is a condition precedent to liability that You will take all reasonable precautions to prevent Bodily Injury or Damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations.

## 4. Claims – Your Actions

It is a condition precedent to liability that whenever anything occurs which might give rise to a claim under this policy You will

- a. Immediately notify Us but no later than
  - i. 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers
  - ii. 7 days after the date of loss for any claim in respect of Hired in Plant
  - iii. 30 days after the date of loss for any other loss

and provide such written information or details as required

- b. immediately notify the Police of any loss of Money or Damage by theft or malicious persons
- c. do and permit to be done all things reasonably practicable to minimise the Damage or to minimise or check any interruption of or interference to The Business or to avoid or diminish the loss
- d. send to Us immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- e. not admit liability to any party

- f. at Your own expense provide Us such books of account and other documents proofs information explanation and other evidence as may reasonably be required by Us for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith.

## 5. Claims – Cooperation

It is a condition precedent to liability that You will provide all help assistance and cooperation required by Us in connection with any claim

## 6. Claims – Our Rights

Having been advised of a claim or of an occurrence which might give rise to a claim under this policy, We will be entitled

- a. to undertake in Your name the defence control or settlement of any claim and for Our own benefit take proceedings in Your name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- b. to pay You in settlement of Our liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - i. the Limit of Indemnity or Sum Insured of the appropriate Section or
  - ii. such lesser amount for which the claim or claims may be settled

We will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

This paragraph (b) does not apply to Section 1 Public and Products Liability and Section 2 Employers Liability

- c. at Our sole option indemnify You by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof. We will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item Insured more than the Sum Insured thereon.

## 7. Claims – Repayment of Excess

You will repay to Us the amount of The Excess for which We have made payment.



# Policy Conditions

## 8. Dishonesty

If any claim under this policy is in any respect dishonest or if any dishonest means or devices are used by You or any director or partner or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of You or any director or partner then all benefits under this policy will be forfeited.

## 9. Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

## 10. Other Insurances

If at the time of any loss damage or destruction or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency We will not be liable for more than Our rateable proportion thereof and You will declare to Us the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance.

## 11. Nondisclosure Misrepresentation Misdescription

The policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription.

## 12. Cancellation

We may cancel this policy at any time giving 14 days notice by recorded delivery letter to Your address last known to Us and in such event We will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance.

You may cancel this policy at any time by giving Us written notice and in such event We will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- a. no claims having been made and no incidents having arisen that could result in a claim under this policy
- b. a minimum premium of GBP 25 plus Insurance Premium Tax being retained by Us

### Number of months on cover from commencement of the Period of Insurance

### Percentage of current Premium returned including Tax

within 1 month	80%
within 2 months	70%
within 3 months	60%
within 4 months	50%
within 5 months	40%
within 6 months	30%
within 7 months	20%
within 8 months	10%
more than 8 months	0%

## 13. Cooling Off Period

If You decide not to proceed with this insurance within 14 days of receipt of the policy documents We will refund any premium and tax You have paid subject to

- a. You notifying the broker or organisation that sold the policy and returning the original policy schedule and certificates to them within 14 days of receipt
- b. no claims having been made and no incidents having arisen that could result in a claim under the policy.

## 14. Contracts (Rights of Third Parties) Act 1999

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

## 15. Identification

The policy and The Schedule will be read as one contract.

## 16. Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- a) Enforce a right or remedy

or

- b) Obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

# Policy Conditions

## 17. Language

Unless agreed otherwise, the contractual terms and Conditions and other information relating to this contract will be in the English Language.

# Policy Exclusions

Each Section of this policy contains Exclusions. They must be read in conjunction with the following Policy Exclusions which apply to all Sections unless otherwise stated.

## 1 War Commotion Governing Authorities

We will not provide indemnity in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or Event

- a) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by any government or any public authority
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

However

1. Exclusions 1 a) b) and c) do not apply to Section 2 Employers' Liability when insured by this policy
2. Exclusion 1 b) does not apply to Section 1 Public and Products Liability when insured by this policy.

## 2 Radiation and Nuclear

We will not provide indemnity in respect of Personal Injury or Damage to any Property, and loss or expense whatsoever, any consequential loss or any legal liability arising from

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

However in relation to Section 2 Employers Liability Exclusion 2 a) only applies when You under contract or agreement have undertaken to

- i. indemnify another party
- ii. assume the liability of another party.

## 3 Money and Other Items

We will not provide indemnity in respect of

- a) money
- b) securities and bonds
- c) jewellery or precious stones
- d) precious metals or bullion

- e) furs or curios
- f) rare books or works of art
- g) goods held in trust or on commission
- h) documents and manuscripts
- i) business books or computer systems records
- j) explosives
- k) property in transit

unless specifically mentioned.

However, Exclusions 3 a) to k) do not apply to the following Sections when insured by this policy

- i. Section 1 Public and Products Liability
- ii. Section 2 Employers' Liability.

## 4 Pressure Waves

We will not provide indemnity in respect of loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 5 Other Insurances

We will not provide indemnity in respect of loss damage or destruction to property or liability or contingencies more specifically insured by other policy or security.

## 6 Fines or Penalties

We will not provide indemnity in respect of the cost of fines or penalties punitive exemplary aggravated liquidated and multiple damages.

## 7 Fraud

We will not provide indemnity in respect of

- a) loss damage or destruction by fraud forgery or deception
- b) theft or any attempted theft in which any director partner Employee or any member of Your family is concerned as principal or accessory.

## 8 Northern Ireland

We will not provide indemnity in respect of loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons.

## 9 Consequential Loss or Damage

We will not provide indemnity in respect of consequential loss or damage of any kind or description except where specifically included.

# Policy Exclusions

## 10 Terrorism

We will not provide indemnity in respect of any liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- a) Terrorism
- b) any action taken in controlling preventing suppressing or in any way relating to Terrorism

except as stated in **Special Provision – Terrorism** below

In any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Exclusion 10 a) and/or 10 b) above regardless of any other contributory cause or event is not covered under this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon You.

### **Special Provision – Terrorism**

Subject otherwise to the terms of the policy

Neither of the Exclusions 10 a) and 10 b) above shall apply to Section 1 Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to GBP 5,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

When Section 2 Employers' Liability is insured by this policy neither of the Exclusions 10 a) and 10 b) above shall apply to Section 2 Employers' Liability but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to GBP 5,000,000 including Costs and Expenses.

# Complaints and Compensation

## Complaints

(not applicable to the Legal Expenses Insurance Section)

Our objective is to provide a high standard of service to You at all times. However, We recognise that things can sometimes go wrong. When this occurs, We are committed to resolving matters promptly.

### What happens if You complain

- a) If We are unable to deal with Your complaint immediately, We will write to You within 5 working days of receipt and inform You who is dealing with the complaint and when You can next expect a response.
- b) We aim to conclude Our investigations promptly. However, in some circumstances, Our investigations may take some time, and We will keep You fully informed. This means that We will write to You as soon as We have concluded Our investigation or, if We have not been able to inform You of Our decision within 4 weeks of receipt, We will write to You to let You know. If We are not able to reach a decision within 8 weeks, We will write to You again, either; concluding Our investigation, or;  
  
advising You of when We expect to be able to conclude Our investigation, or;  
  
advising You of Your right to take Your complaint to the Financial Ombudsman
- c) When We conclude Your complaint We will write to You, giving You Our "Final Response". This will tell You if We have upheld or rejected Your complaint (in whole or in part), and if appropriate We will make an offer of redress.

### What You should do if You would like to complain

If You are disappointed with any aspect of the handling of Your insurance, please contact the Managing Director at:

Towergate Commercial Underwriting  
The Octagon  
Middleborough  
Colchester CO1 1TG

Tel: 0844 892 0965

If Your complaint requires investigation by another party, We will pass details onto them to deal with in accordance with their complaints procedure. In this event, We will provide You with details of who We have passed your complaint to.

## Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Commercial Underwriting, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS will review your complaint if You are:

- a consumer i.e. an individual buying insurance in a private capacity or;
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, "enterprise" means any *person* engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed *persons* and family businesses engaged in craft or other activities, and *partnerships* or associations regularly engaged in an economic activity) or;
- a charity with an annual income of less than £1m, or;
- the trustee of a trust with a net assets value of less than £1m.

Further details of the FOS can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Compensation Scheme

Towergate Commercial Underwriting, a trading name of Towergate Underwriting Group Limited, and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

**Towergate Underwriting Liability and Construction**

Towergate House, 20 Ellerbeck Court, Stokesley, North Yorkshire TS9 5PT

Tel: **0845 070 1686** [www.towergate.co.uk/liabilityconstruction](http://www.towergate.co.uk/liabilityconstruction)

E-mail: **[percapita@towergate.co.uk](mailto:percapita@towergate.co.uk)**

Towergate Commercial Underwriting and Towergate Underwriting Liability and Construction are trading names of Towergate Underwriting Group Limited.

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