

Policy Wording



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A Warm Welcome to Thistle

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

Thistle Underwriting is a trading style of Thistle Insurance Services Limited. It is a member of a group of companies of which the ultimate parent Company is JLT Group, a Company registered in Great Britain and in the FTSE top 250.

JLT Group has a global network of subsidiaries and own offices in 40 territories with over 10,000 Employees and is one of the world's largest leading providers of insurance, reinsurance and Employee benefits solutions in more than 135 countries.

At Thistle Underwriting **We** have **Your** Business needs in mind and look forward to working closely with You.
www.thistlewholesale.co.uk

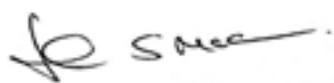
Important

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

Our commitment to You

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

Signed on Behalf of Thistle Insurance Services Ltd



John Mason
Wholesale Underwriting Director
Thistle Insurance Services Limited

Your Liability Plus Policy

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

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

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

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

Introduction

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

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

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

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

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

IMPORTANT

This Policy is a legal contract.

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

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

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

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

Making a Claim

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

Alternatively please telephone or e-mail **us** using the details below

Tel: 0345 450 7303 or

Email: thistleinsuranceclaims@broadspiretpa.co.uk

You should refer to the Claims Conditions in the General Conditions Section for full details of the claims procedure and conditions.

Employers Liability

The Employers Liability (Compulsory Insurance) Regulations 1998 and as amended by the Employers Liability (Compulsory Insurance) (Amendment) Regulations 2008 lays down certain obligations for employers and in particular **You** should be aware of the following:

Display of Certificates

If **You** take out Employers Liability Insurance **We** will provide **You** with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by this. **You** must display an original copy of the Certificate of Employers Liability Insurance at each **Business Premises** where Your **Employees** can see it easily. This requirement will be satisfied if the certificate is made available in electronic form and each relevant **Employee** to whom it relates has reasonable access to it in that form.

Retention of Certificates

You are advised to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. This is because certain claims such as disease claims could be made many years after the disease is originally caused and it is important that the correct employer and the relevant insurance can be traced.

How We use Your Information

The personal information, provided by **You**, is collected by or on behalf of the **Insurer** and may be used by **Us**, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes. **We** may also share **Your** information with reinsurers and regulators, as required by law.

From time to time **We** may need to undertake some of the processing of **Your** data in countries outside of the European Economic Area, and in such cases **We** will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

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

We will collect sensitive information when dealing with **Your Policy**, **We** will however only collect information that is relevant to **Your Policy**, its administration or claims handling.

Your personal information will be kept secure at all times.

Fraud Prevention and Detection

In order to prevent or detect fraud **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect **Your** credit rating by contacting the **Insurer**.

Disclosure of other people's personal information

You should show this notice to anyone whose personal information **You** provide to us. **You** must ensure that any such information **You** supply relating to anyone else is accurate and that **You** have obtained their consent to the use of their data for the purposes set out above.

Your Rights

Under the Data Protection Act 1998 **You** have the right of access to the personal information held about **You** by the **Insurer**.

You have the right to request that **We** correct any inaccuracies in the personal information **We** hold about **You**. Please contact **Your** insurance broker, or the **Insurer**, if **Your** personal information needs updating.

Consent

By providing us with information, **You** also provide us with **Your** consent and that of any other person whose information **You** provide to the personal information being used for the purposes set out above.

How to contact Us

If **You** have any concerns about our use of **Your** information please write to:-

The Data Protection Officer
Thistle Underwriting
St. David's Court
Union Street
Wolverhampton
WV1 3JE
Tel: 01902 714000

If **You** contact **Us** by telephone **Your** call may be recorded for training and evidential purposes.

Choice of Law

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

Registration and Regulatory Information

Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc

Covea Insurance plc. Registered in England and Wales No. 613259.
Registered office: Norman Place, Reading, Berkshire. RG1 8DA.

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

General Definitions

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

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

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

1. Business

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

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

2. Damage

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

3. Defined Peril

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

4. Denial of Service Attack

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

5. Electronic Data

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

6. Employee

any:

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

7. Event

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

8. Excess

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

9. Hacking

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

10. Injury

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

11. Insurer/We/Us/Our

Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance Plc

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

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

12. Legal Costs and Solicitor's Fees

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

13. Limit of Indemnity

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

14. Money

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

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

15. Occurrence

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

16. Period of Insurance

the period stated in the **Schedule**.

17. Policy

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

18. Premises

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

19. Principal

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

20. Products

all **Products** pertaining to the **Business** including containers, parts, components, accessories, materials, labels, instructions and packaging sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the **Insured** and no longer in the possession of or under the control of the **Insured**.

21. Programme(s)

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

22. Property Insured

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

23. Proposal

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

24. Schedule

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

25. Software

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

26. Sum Insured

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

27. Territorial Limits

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

28. Terrorism

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

29. Transit

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

30. Unattended

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

31. Unlawful Association

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

32. Virus or similar Mechanism

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

33. Waste

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

34. You / Your / Insured

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

General Conditions

1. Fair Presentation of Risk

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

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

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

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

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

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

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

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

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

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

2. Change in Facts

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

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

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

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

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

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

3. Alteration of Risk

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

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

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

4. Fraud

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

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

5. Precautions

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

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

The **Insured** shall also

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

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

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

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

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

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

8. Adjustment

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

9. Subrogation

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

10. Subrogation Waiver

Notwithstanding Condition 8 above, in the event of a claim arising under this **Policy** the **Insurer** agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

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

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

11. Cancellation

Insured's Right of Cancellation

- a) during the cooling off period

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

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

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

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

- b) outside the cooling off period

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

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

However no refund of premium will be allowed on **Policies** cancelled within six months of their expiry. A cancellation charge of £25.00 may be chargeable.

Insurers' Right of Cancellation

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

A cancellation charge of £25.00 may be chargeable.

12. Choice of Law and Jurisdiction

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

13. Contracts (Rights of Third Parties) Act 1999

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

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

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

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

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

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

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

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

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

Claims Conditions

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

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

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

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

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

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

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

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

On the happening of any **Damage** in respect of which a claim is or may be made under this Policy, the **Insurer** (and every person authorised by them) shall have the right, without thereby incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the **Premises** where the **Event** has occurred, and to take and keep possession of any of the **Property Insured** (or require it to be delivered to them), and to deal with any salvage in a reasonable manner. No claim under this **Policy** shall be payable unless the terms of this Condition have been complied with. No property may be abandoned to the **Insurer**, whether taken possession of by them or not. This Condition shall be evidence of permission from the **Insured** to the **Insurer** so to do. If the **Insured** or anyone acting on behalf of the **Insured** shall not comply with the requirements of the **Insurer** or shall hinder or shall obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeited. The **Insured** shall not in any case be entitled to abandon any property to the **Insurer** whether taken possession of by the **Insurer** or not.

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

General Extensions – applying to Sections 1, 2 and 3 only

1. Indemnity to Other Persons

The **Insurer** will also indemnify:

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

2. Cross Liabilities

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

3. Compensation for Court Attendance Costs

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

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

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

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

Provided always that;

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

6. Temporary Employees

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

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

General Exclusions

1. Radioactive Contamination

(Not applicable to Section 1 - Employers' Liability Insurance)

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

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

2. War Risks

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

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

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

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

4. Pollution (Not applicable to Section 1 - Employers' Liability Insurance)

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

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

In respect of Sections 4 and 5 only

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

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

unless resulting from an Excepted Cause or otherwise excluded.

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

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

6. Hazardous locations

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

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

7. Terrorism

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

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

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

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

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

8. Asbestos

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

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

Provided always that:

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

9. Hazardous Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1 – Employers Liability

Insuring Clause

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

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

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

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

Limit of Indemnity

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

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

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

Extensions

1. Unsatisfied Court Judgements

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

Provided always that

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

2. Health and Safety at Work Legal Defence Costs

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

This Extension shall not apply to:

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

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

c) where indemnity is provided by any other insurance.

For the purposes of this Extension Applicable Legislation shall mean:

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

Exclusions

1. Offshore Work

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

2. Motor Vehicles (Passengers)

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

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

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

Section 2 – Public Liability

Insuring Clause

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

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

occurring:

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

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

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

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

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

Conditions

1. Fire Precautions

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

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

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

2. Damage to Property in the Ground

It is a condition precedent to liability under this **Policy** that where the **Insured** is working in the vicinity of underground pipes, cables, mains and other underground services the **Insured** must:

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

Extensions

1. Defective Premises Act 1972

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

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

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

2. Leased and Rented Premises

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

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

3. Wrongful Arrest

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

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

4. Overseas Personal Liability

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

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

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

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

5. Data Protection Act

The **Insurer** will indemnify the **Insured** (and at the request of the Insured any director, partner or **Employee** of the **Insured**) against all sums which the **Insured** becomes legally liable to pay in respect of:

- a) compensation for **Damage** or distress under Section 13 of the Data Protection Act 1998 or any subsequent amending legislation including defence costs and expenses.
- b) defence costs relating to a prosecution brought under Section 19 of the Act in relation to a claim made by any person.

Provided that:

- a) a claim is first made against the **Insured** during the Period of Insurance.
- b) the **Insured** have registered in accordance with terms of the Act.
- c) this extension shall not apply in respect of:
 - i) the payment of fines or penalties; and/or
 - ii) the cost of replacing, re-instating, rectifying or erasing any personal data; and/or
 - iii) liability caused by or arising from a deliberate or intentional act by or omission of the **Insured** or any other party entitled to an indemnity by this **Policy** the effect of which will knowingly result in liability under the Data Protection Act; and/or
 - iv) claims which arise out of circumstances notified to previous **insurer** or are known to the **Insured** at inception of this **Policy**; and/or
 - v) liability for which indemnity is provided under any other insurance.
- d) the **Insurer's** liability in respect of any one claim and in the aggregate during any one **Period of Insurance** shall not exceed the **Limit of Indemnity**.

6. Contingent Motor Liability

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

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

7. Bona-Fide Sub-Contractors

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

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

8. Movement of Obstructing Vehicles

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

Provided that:

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

9. Health and Safety at Work Legal Defence Costs

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

This Extension shall not apply to:

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

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

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

For the purposes of this Extension Applicable Legislation shall mean:

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

Exclusions

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

1. Injury to Employees

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

2. Damage to Property

Damage to property:

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

3. Libel, Slander and Intellectual Property

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

4. Products Liability

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

5. Non Performance or Delay

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

6. Marine and Aviation

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

7. Motor Liability

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

This Exclusion shall not apply in respect of:

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

8. Contractual Liability

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

9. Manual Work in North America

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

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

10. Internet or Cyber Liability

in respect of any claim or loss:

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

Section 3 Products Liability

Insuring Clause

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

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

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

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

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

Extensions

1. Consumer Protection Act 1987-Legal Defence Costs

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

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

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

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

2. Food Safety Act Legal Defence Costs

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

This Extension will not apply:

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

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

Exclusions

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

1. Injury to Employees

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

2. Damage to property

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

3. Libel, Slander and Intellectual Property

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

4. Contractual Liability

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

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

5. Damage to Products & Defective Work

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

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

6. North American Exports

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

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

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

7. Marine and Aviation

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

Section 4 - Tools and Trade Materials

Insuring Clause

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

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

Limits of Liability

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

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

Condition

1. Unattended Vehicle/Building

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

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

Extensions

1. Removal of Debris

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

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

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

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

2. Clothing and Personal Effects

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

Exclusions

1. Excluded Property

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

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

2. Excluded Causes

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

- a) **Damage** caused by:
 - i) inherent vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials;
 - ii) faulty or defective workmanship, operational error or omission on the part of the **Insured** or any **Employee**; but this shall not exclude subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.
- b) **Damage** caused by:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, dampness, dryness, marring, scratching, dust, chemical action or reaction, pests, vermin or insects, depreciation, delay or the carriage of explosives;
 - ii) change in temperature or atmospheric or climatic conditions;
 - iii) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates and erasure or distortion of data records or systems by electromagnetic flux;

but this shall not exclude:

such **Damage** which results from a **Defined Peril** or from any other cause, not being an Excluded Cause or otherwise excluded subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.
- c) **Damage** caused by
 - i) acts of fraud or dishonesty by any **Employee**;
 - ii) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - iii) any process of fitting, testing, servicing, repair, renovation or adjustment.
- d) theft from any **Unattended** motor vehicle and/or trailer between the hours of 20:00 and 07:00 unless the vehicle or trailer:
 - i) is in a securely locked garage; or
 - ii) has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Vehicle Security Installation Board accredited installer. Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle;
- e) theft from open sided or open backed vehicles/trailers.
- f) theft of any mobile telephone or computer (including parts, equipment and accessories) or computer **Software** from an **Unattended** motor vehicle or trailer unless such theft results from forcible and violent entry into a securely locked motor vehicle boot.
- g) loss of or **Damage** to glass, other than arising from the explosion or theft or accident to the conveying vehicle.
- h) any consequential losses or any costs of replacing or reinstating data or re-writing documents.

Section 5 - Terrorism

Insuring Clause

The **Insurer** shall indemnify the Insured against **Damage** under Section 4 Tools and Trade Materials insofar and to the extent that it is stated as being insured in the **Schedule** to this Section in Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands) caused by an Act of **Terrorism** certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limits of Liability

The liability of the **Insurer** under this Section in respect of any one **Occurrence** and in the aggregate during the **Period of Insurance** shall not exceed the Limits of Liability as stated in the **Schedule**; and in any action, suit or other proceedings where the **Insurer** alleges that any claim hereunder is not covered by this Section of this **Policy** (or is covered only up to a Limit of Liability as stated in the **Schedule**), the burden of proving that such claim hereunder is covered (or is covered beyond that Limit of Liability) shall be upon the Insured.

Conditions

The Insurance provided by this Section shall be subject to all limits, terms, conditions and exclusions of this **Policy** except that the following shall not apply:

1. any long term agreement or undertaking.
2. any terms in the **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**.
3. any extension of **Premises** to locations outside England and Wales and Scotland.
4. any General or Section Exclusions elsewhere in this **Policy** (other than those stated as Section 5 Exclusions).

Exclusions

This Section does not cover any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:

1. Chemical, biological or radioactive contamination from:
 - a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - c) chemical and/or biological and/or radiological irritants contaminants or pollutants; in respect only of residential property houses and blocks of flats and other dwellings insured in the name of a private individual.
2. Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or seizure or destruction of or **Damage** to property by or under the order of any Government or public or local authority.
3. Electronic, digital or cyber risks that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information or **Programme(s)** or **Software** and whether the property of the Insured or not, where such **Damage** is caused by **Virus or similar Mechanism** or **Hacking** or Denial of Service Attack; or
 - b) consequential loss directly or indirectly caused by or arising from **Virus or similar Mechanism** or **Hacking** or Denial of Service Attack.

Complaints Procedure

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

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

T: 01902 714 000
E: complaintsofficer@thistleinsurance.co.uk

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

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

T: 0800 023 4567
W: www.financial-ombudsman.org.uk

Please note that not all Businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information. The **Insurer** and Thistle Underwriting are covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to receive compensation if **We** or the **Insurer** cannot meet **Our** financial obligations. Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)
10th Floor
Beaufort House
15 St Botolph Street
London,
EC3A 7QU

T: 0207 741 4100 or 0800 678 1100
W: www.fscs.org.uk

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