

# Trades

Professional and Financial Risk

**Policy wording**



**MARKEL**



# Welcome

Welcome and thank you for choosing to buy **your** policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. Please read them carefully and keep them in a safe place as they set out the conditions of the insurance between **you** and **us**.

## The insurance contract

In return for payment of the premium shown in the policy schedule, **we** agree to insure **you** as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

## The cover provided

The cover provided depends on which sections of cover **you** have chosen. These are denoted as operative sections of cover on your policy schedule.

It is important that:

- **you** check that the sections **you** have requested are included in the policy schedule
- **you** check that the information **you** have given **us** is accurate – see 'our reliance on the information provided to us' in the 'important information' section
- **you** notify **us** as soon as practicable of any inaccuracies in the information **you** have given **us**
- **you** comply with **your** duties under each section of cover and under this policy as a whole.

## Exclusions

**Your** policy is subject to exclusions which are found under the heading 'what is not covered'.

## The meaning of highlighted words

Some of the words in this policy have a special meaning, **we** have highlighted these words in bold print.

Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.

Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words are found in the list of 'words with special meaning (definitions)' in each section of cover.

# Important information

## How to make a claim (excluding the legal expenses section of cover)

If **you** want to make a claim under this policy, contact **us** by

- writing to **our** claims team at Markel (UK) Limited, City Square House, 11 Wellington Street, Leeds, LS1 4DL, or
- emailing **our** claims team – claimsuk@markel.com

quoting **your** policy number and the name of the policyholder shown in the policy schedule.

If you wish to discuss a claim please phone 0345 355 2277

## How to make a claim under the legal expenses section of cover

If **you** want to make a claim under the legal expenses section of cover, contact **us** by phoning our advice line on 0333 2342 046

### Telephone helplines

Legal helpline (including employment matters)

This provides access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to **your** business activities, including health and safety, starting up a business, legal structures, client contracts and more.

Employment matters

The legal helpline is also available in the event of any situation relating to a wide range of employment law disputes, such as:

- Disciplinary and grievance procedures
- Recruitment and dismissals
- Unlawful discrimination, including disputes concerning equality of terms
- redundancy
- TUPE (**it is a condition of the legal expenses section of cover that the legal helpline must be used whenever TUPE issues occur**)

How to access the legal helpline

**Telephone:**03332342046 (available 24 hours a day, seven days a week)

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought

This helpline is available to all customers.

### Important

Any information provided to the above helplines and details of the guidance given may be provided to Markel. Please note that the above helplines are not an insurance claims service and do not replace policyholder obligations to notify Markel under the policy of insurance. Claims or circumstances that could give rise to a claim cannot be notified via these helplines and instead policyholders should contact us using the details under the heading 'How to make a claim' on page 3.

## Things you must do

**You** must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.

## Fraudulent claim

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example a director or officer or an **insured person**), and a fraudulent claim is made under this policy by or on behalf of a covered person, **we** may exercise the same rights as above as if there was an individual contract of insurance between the covered person and **us**. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

## Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

## How to cancel this policy

**You** can cancel this insurance at any time by writing to **us**.

**We** can cancel this insurance by giving **you** 30 days written notice. **We** will only do this for a valid reason, examples of valid reasons are:

- a change in risk occurring which means **we** can no longer provide **you** with insurance cover
- non-cooperation or failure to supply any information or documentation **we** request.

## Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date **you** receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

## Refund of premium

If **we** pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If **we** haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if **we** cancel this policy **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time **you** have been covered will be half the annual premium.
- if **you** cancel this policy within the cooling-off period **we** will return to **you** all of the premium paid without any deduction.
- if **you** cancel this policy outside the cooling-off period **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way **we** calculate the return premium may differ, please refer to general condition 2 (premium payment).

## How to make a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **us**.

In the event that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by writing to the Financial Ombudsman Service.

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service

Making a complaint does not affect **your** right to take legal action.

## The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at <http://www.financial-ombudsman.org.uk>

The contact details for the FOS are:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK), or

0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

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

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

Complaints that cannot be resolved by us may be referred to the Financial Ombudsman Service. The following are the Customers who can currently complain to FOS:

- Consumer
- Micro-enterprise; employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed £1 million.
- Charity which has an annual income of less than £1 million at the time the Complainant refers the complaint to the respondent
- Trustee of a Trust which has a net asset value of less than £1 million at the time the Complainant refers the complaint to the respondent
- Small Businesses; employs fewer than 50 persons; or has a balance sheet total of less than £5 million

If **you** are unsure whether **you** are able to refer **your** complaint, please contact the Financial Ombudsman Service.

### Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 **you** may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover **you** hold:

- compulsory insurance, such as employers liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100

### Language

This policy and all correspondence between **you** and **us** in relation to this policy (including any correspondence in relation to a claim) shall be in English.

### Regulatory authorities

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3AZ.

### Data protection

**Your** insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** collect and use relevant information about individual insureds to provide **you** with **your** insurance cover and to meet **our** legal obligations.

This information includes individual insureds' details such as their name and address [and may include more sensitive details such as information about their health and criminal convictions].

**We** will process individual insureds' details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** full Markel privacy notice, a copy of which is available online at <https://www.markeluk.com/privacy-statement> or on request.

### Information notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

**You** agree to provide to each individual insured **our** short form information notice set out in **our** What you told us document on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that you first provide information about the individual to **us**.

### **Minimisation and notification**

**We** are committed to using only the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

**You** must promptly notify **us** if an individual insured contacts **you** about how **we** use their personal details in relation to **your** insurance cover so that **we** can deal with their queries.

### **Rights of third parties**

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) 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 the Act.

### **Sanctions limitation**

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

### **Brexit**

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA).

### **Choice of law**

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between **you** and **us** in connection with this policy will take place in the courts of the part of the **United Kingdom** in which **you** live or have **your** registered office.

# Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form. **We** have listed these in alphabetical order.

**Insured, you, your, yours.** The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover.

When these words appear in either

- conditions that apply to this policy as a whole', or
- 'exclusions that apply to this policy as a whole'

then they shall have the meaning which is given in the relevant section of cover.

**Business** means **your** activities, profession or occupation that **you** have told **us** about undertaken within

- private dwelling houses
- single storey commercial properties
- offices
- hotels
- public houses and restaurants
- guest houses
- schools and colleges
- residential retirement or nursing homes

and which **we** have confirmed are acceptable to **us** for the purpose of this insurance

**Computer equipment** means any:

- computer
- electronic data processing device, equipment or system

and includes any:

- hardware
- software program instruction
- data
- component

**Computer virus** means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

**Contamination** means the

- contamination
- poisoning
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

**Costs and expenses** means legal costs and expenses incurred

- by us, or
- by **you** (provided **we** have agreed with **you** in writing that **you** may incur these costs and expenses) but does not include
- damages and costs awarded against **you**
- any kind of payment for work or service due to **you**.

**Cyber incident** means any

- incident, or
- series of incidents, or
- threat, or
- hoax

involving

- the use or operation of any **computer equipment**, or
- the access to, processing, transmission, storage or use of any electronic data

**Infectious or contagious disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**Mould** means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

**Mould event** means any actual, alleged or threat of:

- contact with,
- exposure to,
- inhalation of,
- absorption of,
- discharge of,
- dispersal of,
- seepage of,
- migration of,
- release of,
- escape of,
- presence of,
- growth of

mould.

**Our, us, we** means Markel International Insurance Company Limited.

**Pollution** means the

- discharge,
- dispersal,
- release, or
- escape

of any irritant or contaminant.

**Proposal** means all the information supplied to **us** (whether by written, electronic or any other means) for the purpose of effecting this policy.

**Terrorism** means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political,
- religious,
- ideological,
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

**United Kingdom** means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Unlawful association** means any unlawful organisation which is engaged in **terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

**War** means

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.

# Claims conditions that apply to this policy as a whole (claims conditions)

If **you** breach any of the following conditions this may result in **your** claim not being covered or a reduction in the amount payable.

Some of these claims conditions only apply to specific sections of cover and are only relevant when **you** have purchased the appropriate section of cover.

## 1 Notification of claims

**You** must notify **us** in writing

- within 7 days in respect of riot **damage**
- as soon as possible in respect of all other claims or requests for payment of
  - any claim made against **you**
  - the receipt of any communication of an intention to make a claim against **you**
  - any circumstance of which **you** shall become aware which is likely to give rise to
    - a claim against **you**, or
    - **your** seeking payment under this policy

**you** must give **us**

- **your** reasons for **your** anticipation of a claim, or request for payment
- full details of dates and persons involved

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 2 General claims handling

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 3 Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings.

## 4 Salvage

**We** may enter any **building** in which **damage** has occurred and deal with the salvage, however, no property may be abandoned to **us**.

## 5 Losses involving fraud or dishonesty

Where **you** make a claim arising from any act of fraud or dishonesty that **you** will, at **your** own expense, give us

- full written details of **your** loss, and
- proof of the correctness of **your** claim

within three months (or whatever other period **we** may agree in writing) of

- the discovery of any act of fraud or dishonesty by an **employee**, or
- any reasonable cause for suspicion of fraud or dishonesty by an **employee**.

## 6 Payment of indemnity limit

In respect of section of covers

- employers liability ,
- public/products liability,
- legal defence costs

**we** are entitled at any time to pay **you**

- the **limit** (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If **we** do this **we** will not be under any further liability to **you** in respect of the claim.

## 7 Electronic data processing media valuation

Despite any provision relating to the basis of settlement for any request for payment under this policy, if electronic data processing media insured by this policy suffers physical **damage** that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- research and engineering or any costs of recreating, gathering or assembling the electronic data.
- any amount relating to the value of the electronic data to **you** or any other party even if the electronic data cannot be recreated, gathered or assembled.

## 8 Documents in support of your claim

**You** must, at **your** own expense, give **us**

- full written details of **your** loss, and
- proof of the correctness of **your** claim, and
- all plans, documents, books and information which **we** require

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

# Other conditions that apply to this policy as a whole (general conditions)

## 1 Subrogation

**We** will be entitled to take over and undertake in **your** name, all **your** rights of recovery against anyone before or after any payment under this policy.

**You** will give **us** all the assistance **we** may require to exercise those rights of recovery.

**We** agree, under all section of covers apart from

not to exercise those rights against any company that is a subsidiary or parent company of **yours**. ('Subsidiary' or 'parent' company being defined by current legislation).

## 2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by **you** under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to **us** during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

If payment of the premium has been arranged on a deferred basis with Markel (UK) Limited then it is agreed that **we** will accept cancellation instructions from Markel (UK) Limited with effect from the date the payment becomes overdue

## 3 Notice

Any notice under this policy will be regarded as given

- to **us** if sent by first class prepaid post to Markel (UK) Limited, City Square House, 11 Wellington Street, Leeds, LS1 4DL
- to **you** if sent by post to **your** last known address.

## 4 Multiple insureds

**Our** liability under each section of cover is as shown in the section of cover. **Our** liability shall not be varied or regarded as varied because of the number or type of **insureds** or claims under the section of cover.

## 5 Non-aggregation

If payment is available under more than one section of cover provided by **us** in respect of any claim or series of claims arising from the same original cause the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

## 6 Breach of terms not relevant to the actual loss

If **you** fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or

- at a particular time

**we** cannot rely on the breach of the term to exclude, limit or discharge **our** liability under this policy if **you** show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

## 7 Breach of the duty of fair presentation

- (a) breach of duty prior to entering into the contract of insurance

If **you** breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
  - **we** may avoid this policy and refuse all requests for payment, and
  - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** had complied with the duty of fair presentation
  - if **we** would not have entered into the contract of insurance at all **we** may avoid this policy and refuse all requests for payment and will return the premium paid
  - if **we** would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
  - in addition, if **we** would have entered into the contract but would have charged a higher premium **we** may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged

- (b) breach of duty prior to entering into a variation of this contract of insurance

If **you** breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
  - **we** may treat this policy as having been terminated from the time when the variation was concluded, and
  - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** had complied with the duty of fair presentation
  - if **we** would not have agreed to the variation at all **we** may treat the contract as if the variation was never made and will return any extra premium paid
  - if **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- **we** would have increased the premium by more than **we** did or at all, or
- **we** would not have reduced the premium as much as **we** did or at all, then **we** may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

## 8 Calibration procedures and maintenance

**You** must ensure that all plant or equipment utilised for the purpose of **your business** requiring inspection under any legislation, regulation or statute is inspected in accordance with the relevant legislation, regulation or statute.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## **9 Maintenance of rights and remedies**

**You** must maintain all **your** rights and remedies against all service providers, designers, consultants or contractors that **you** engage.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

SPECIMEN

# Public/products liability

## What is covered

### a Public liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from

- **injury** to any person
- loss or damage to material property
- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- trespass, nuisance or any interference with right of way, by foot, air or water.

occurring during the period of insurance shown in the policy schedule within the **United Kingdom** and happening in connection with **your business**.

**We** will not pay **you** under this section of cover (public liability) if **your** liability arises in any way from a **product**

#### What we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiry provided that the breach, **injury** or death may result in a claim against **you**.

**We** will not pay the **excess** for any legal liability arising from loss or damage to material property. This must be paid by **you**. The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

### b Products liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from

- **injury** to any person
- loss or damage to material property

occurring anywhere in the world during the period of insurance shown in the policy schedule caused by the nature or condition of any **product** initially sold or supplied by **you** from within the **United Kingdom**

#### What we will pay

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be

proportionally reduced.

- **we** will pay **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

**c Compensation for court attendance** If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day for each day on which attendance is required.

**d Health and safety at work.**

**We** will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in the policy schedule.

**We** will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

**What we will pay**

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £1,000,000. This amount is inclusive of and not additional to the amount **we** will pay under

- 1 public liability, and
- 2 products liability.

**We** will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

**e Extensions to the public liability cover**

The public liability section of this policy is extended to include the following

**1 Indemnity to principal**

**We** will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under this section of cover (public liability) had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are.

## 2 Damage to hired or rented premises

Despite exclusion 4 of this section of cover, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to premises and/or the premises' fixtures and fittings where the premises are hired or rented by **you** for the purpose of **your business**.

**We** will not pay the first £100 of the damages and costs or **costs and expenses** unless the loss or damage results from fire or explosion. This must be paid by **you**.

**We** will not pay **you** if **your** legal liability arises from a tenancy agreement or any other agreement. However, **we** will pay **you** for any legal liability **you** would have had, had **you** not entered into the agreement.

## 3 Use of motor vehicles that don't belong to you (motor contingent liability)

Despite exclusion 5 of this section of cover, **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from the use of any motor vehicle being used for the purpose of **your** business and which is

- not **your** property, and/or
- not provided by **you**.

**We** will not pay **you** for

- any damage to the vehicle or any property on or in the vehicle,
- any liability resulting from the vehicle being driven by anyone other than an **employee**
- where the vehicle is being used outside of the **United Kingdom**.

## 4 Overseas liability

The cover provided by this section of cover (public liability) is extended to include **wrongful acts** occurring anywhere in the world in respect of non-manual work.

The cover provided by this section of cover (public liability) is also extended to include **wrongful acts** committed in a personal capacity whilst **you** are outside of the **United Kingdom** in connection with **your business** but only in respect of **injury** and/or loss or damage to material property.

Despite exclusion 2 of this section of cover, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most **we** will pay **you** in respect of

- **your** legal liability for damages and costs awarded against **you**, plus
- **costs and expenses**

is the **limit**.

**We** will not pay **you** where **your** legal liability arises from the ownership of any land or buildings

## 5 Where there is more than one insured (cross liabilities)

If the **insured** comprises more than one person or entity then the cover provided by this section of cover (public liability) shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of **insureds**, the total amount payable by **us** in respect of all **insureds** shall not exceed the **limit**.

## 6 Data Protection Act

Provided that **you** do not provide computer services to others as part of **your business** **we** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from

- section 13 of the Data Protection Act 1998, or

- any legislation amending or re-enacting the Act, or
- any legislation enacted into **United Kingdom** law for the transfer, storage, control or processing of information or data, for example General Data Protection Regulation

in connection with **your business** during the period of insurance shown in the policy schedule.

**We will not pay you**

- where **your** liability results from **your** deliberate act or omission the result of which could reasonably have been anticipated
- where **your** liability results from any act of fraud or dishonesty
- where **your** liability arises from the recording, processing or provision of data forward or to determine the financial status of any person
- where **your** liability results from data processed outside of the European Union
- if **you** do not have a data protection accountability statement which is reviewed at least annually.

**7 Defective premises act.**

**We will pay you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of

- section 3 of the Defective Premises Act 1972, or
- section 5 of the Defective Premises (Northern Ireland) Order 1975, or
- any legislation amending or re-enacting the above in connection with premises which **you** have disposed of.

**We will not pay you** for the cost of rectifying any damage or defect in the premises disposed of.

## What is not covered (exclusions)

**1 Fines and penalties**

**We will not pay you** for any

- fine or penalty
- non-compensatory damages.

**2 Radioactive contaminations and sonic bangs etc**

**We will not pay you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

**3 War risks and terrorism**

**We will not pay you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

#### 4 **Confiscation etc**

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and

#### 5 **Electronic data**

**We** will not pay **you** against loss, destruction, damage, distortion, erasure, corruption or alteration of electronic data from any cause (including **computer virus**) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event

contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

#### 6 **Mould**

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

#### 7 **Coronavirus (Covid-19)**

**We** will not pay **you** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

#### 8 **Other insurance**

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

#### 9 **Legal action**

**We** will not pay **you**

- where the claim is brought in a court of law outside the **United Kingdom**, and/or

- where action for damages is brought in a court within the **United Kingdom** to enforce a foreign judgement.

## 10 Employers liability

**We** will not pay **you** where **your** legal liability arises in any way from

- **injury** to any **employee** that results from their employment by **you**, or
- a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

## 11 Property damage

**We** will not pay **you** where **your** legal liability arises in any way from loss or damage to

- property that belongs to **you**, or
- property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than
  - the personal property of **your** directors, partners, visitors or **employees**, or
  - premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**.
  - premises (including fixtures, fittings and contents) that are hired or rented by **you** where **your** legal liability arises from an agreement to maintain insurance in respect of damage to the premises (including fixtures, fittings and contents)

## 12 Motor vehicles or vessels

**We** will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of

- any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion will not apply
  - when plant is being used as a tool of trade on site
  - when plant is being used as a tool of trade at **your** premises to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle

other than if compulsory insurance is required under road traffic legislation

- anything that is made or intended to travel through water or air, however, this exclusion shall not apply to hand propelled watercraft of up to 8 metres in length when used on inland waterways.

## 13 Professional services

**We** will not pay **you** where **your** legal liability arises in any way from

- advice, and/or
- design, and/or
- specification

given or supplied for a fee or where a fee would normally be charged.

## 14 Clause 21.2.1 insurance (JCT standard form of building contract)

**We** will not pay **you** for damage to property if **you** are required to arrange insurance under the terms of

- clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract, or

- any later version or substitution of the above, or
- any other contract that requires **you** to obtain similar insurance.

## 15 Pollution

**We** will not pay **you** where **your** legal liability arises in any way from

- **pollution**, and/or
- the cost of removing, treating or cleaning up the **pollution**.

However, **we** will pay **you** if the **pollution** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- the **pollution** is caused by a sudden identifiable unintended and unexpected incident.
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.
- all **pollution** arising from the incident shall be regarded as having taken place at the time of the incident.
- all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of **periods of insurance** over which the **pollution** occurs.

The most **we** will pay for damages arising out of all **pollution** regarded as having occurred during any one period of insurance shown in the policy schedule shall not exceed the **limit**.

## 16 Asbestos

**We** will not pay **you** where **your** legal liability arises in any way from the

- manufacture,
- mining,
- processing,
- distribution,
- testing,
- remediation,
- removal,
- storage,
- disposal,
- sale,
- use of, or
- exposure,
- or fear of exposure to asbestos or materials or products containing asbestos.

## 17 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

## 18 Products

**We** will not pay **you**

- for the cost repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value, or any contract work executed by **you**.

- for any loss or damage to any **product** supplied by **you** or any contract work executed by **you** caused by any defect or unsuitability for its intended purpose
- where **you** know that the **product** will be used in any aircraft or aerial device.
- where **you** know the **product** will be used in the petrochemical industry.
- where **you** know the **product** is exported to Canada or the United States of America or any dependency or trust territory.

## 19 Contractual liability (public liability)

**We** will not pay **you** under the public liability section of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply if **we** have provided written confirmation that **we** accept the agreement **you** have entered into.

## 20 Contractual liability (products liability)

**We** will not pay **you** under the products liability section of cover for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply where the liability arises out of a condition of warranty of goods implied by law.

## 21 Hazardous locations

**We** will not pay **you** for any legal liability which arises from work undertaken in or on

- aircraft or watercraft, or
- airport or aerodrome runways, maneuvering areas or aprons or those parts of airports or aerodromes to which aircraft have access, or
- railways or railway installations, or
- docks or harbors, or
- quarries mines or collieries, or
- chemical or petrochemical works, oil refineries, gas works or fuel storage facilities, or
- power stations or nuclear plant, or
- bridges, viaducts, tunnels, dams, chimneys, shafts, towers or steeples

## 22 Excluded activities

**We** will not pay **you** where **your** legal liability arises in any way from an **excluded activity**.

## 23 Heat

**We** will not pay **you** for any **damage** caused by the use of electric oxyacetylene or any welding or heat cutting equipment, hot air guns, blow lamps or blow torches, tar, bitumen or asphalt heaters or any other equipment or process involving the application of heat other than at **your premises**.

## 24 Cyber liability

**We** will not pay **you** for any loss or legal liability caused by or arising in any way from any actual or alleged unauthorized acts (including malicious acts) which result in access to, disruption of, or failure of any **computer equipment** or other equipment or component or system or item which processes, stores or receives electronic data.

# Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**, or
- any **employee**, and
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

**Business.** In addition to the meaning given under the section 'words with special meanings throughout this policy' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**
- private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

**Employee** means any person (other than a director of **yours**) who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you**, or
- hired in or borrowed by **you**, or
- a self-employed person and who is working for **you**
- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this

section of cover is shown in the policy schedule.

**Excluded activity** means

- demolition or partial demolition of any structure
- surfacing or construction of roads
- laying of underground services unless incidental to any building contract undertaken by you
- any excavation exceeding in any part a depth greater than two meters below ground level
- the felling or lopping of any tree which exceeds five meters in height
- pile driving, quarrying, the use storage or possession of explosives, water diversion or work under water, fuel, gas or mineral exploration or extraction
- the use or ownership of tower cranes or cradles
- work in or on blast furnaces, chimney or well shafts, viaducts, bridges, mines, refineries, off shore installations power stations, dams, tunnels, airports or aerodromes, docks, wharfs, piers, harbors, railways, motorways, ships, aircraft, towers or steeples
- work in or on any building used for the manufacture, processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based product
- work on **computer equipment**, computer mainframe installations and their cabling
- the erection or dismantling of scaffolding
- security or road barrier fencing

**Injury** means

- bodily injury,
- mental injury,
- emotional distress,
- shock, sickness,
- disease, or
- death.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Premises** means the buildings together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**)

**Product** means

- any goods or products
- the containers, labelling and instructions provided in connection with the goods or products that are:
- sold,
- supplied,
- processed,
- installed,
- serviced,
- repaired,

- altered,
- treated, or
- renovated

by **you** or on **your** behalf.

**Wrongful act** means

- **injury** to any person
- loss or damage to material property

and, in respect of the public liability section of cover:

- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- trespass, nuisance or any interference with right of way, by foot, air or water.

SPECIMEN

# Legal Expenses

## What is covered

### a Employment defence

#### a.1. ACAS Early conciliation

**We will pay your costs and expenses for your defence of an employment dispute between you and**

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**
- a worker that alleges to be **your employee**

in connection with employment law or their contract of employment in taking part in an ACAS Early Conciliation process

#### a.2. Employment tribunal response (ET3)

**We will pay your costs and expenses for your defence of an employment dispute between you and**

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**
- a worker that alleges to be **your employee**

in connection with employment law or their contract of employment when providing **your** initial response to an ET1 against **you** at in Employment Tribunal

#### a.3. Pre-hearing review / employment status dispute

**We will pay your costs and expenses for your representation at a pre-hearing review between you and a worker who alleges to be your employee to determine their employment status in connection with employment law,**

#### a.4. Employment Tribunal Hearing

**We will pay your costs and expenses for your representation hearing or negotiating a settlement between you and**

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**

in connection with employment law or their contract of employment

#### a.5. County or High Court proceedings

**We will pay your costs and expenses for your representation or negotiating a settlement in the County Court or High Court in a dispute between you and**

- **your employee**
- an ex- **employee**
- an interviewee or applicant to become an **employee**

in connection with employment law or their contract of employment

b Employment compensation awards

If **you** have a claim accepted under section of cover a4, legal expenses, employment disputes, (employment tribunal hearing) **we** will also pay

- **compensation you** are ordered to pay by an Employment Tribunal
- tribunal fees **you** are ordered to pay by the Tribunal. Or Tribunal fees as agreed in a settlement that **you** have entered into with **our** consent
- the amount **we** agree in settling a dispute

**We** will not pay **you** where the Employment Tribunal instructs **you** to reinstate an **employee** and **you** fail to do so

**We** will not pay any amount that **you** are obliged to pay in accordance with

- any law governing health and safety , workers' compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including regulations created under those laws.
- the contract of employment with **you**
- any **benefit scheme** or failure to contribute to, fund, reimburse or make payment in connection with a **benefit scheme**.

c Property and landlord and tenant disputes

c.1. Property disputes

**We** will pay **your costs and expenses** to obtain damages or other legal remedy for property disputes where:

- **your property** is trespassed upon
- **your property** is subject to public or private Nuisance by another party
- **you** pursue someone for material damage to **your property** and **you** are unable to recover this elsewhere

in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

**We** will not pay **you** to pursue **your** claim if the other party owns some or all of the **property** or they allege they do

**We** will not pay **you** to defend or pursue **your** claim if the dispute is a contractual dispute (other than title documents)

**We** will not pay **you** to defend or pursue **your** claim if there is a dispute over rights to or over another's property which is alleged to have arisen through **your** use or occupation over a period of time.

c.2. Disputes with your landlord

**We** will pay **your costs and expenses** to obtain damages or other legal remedy for disputes with **your** landlord where:

- **your** landlord doesn't maintain or repair **your property** as required by the written terms of **your** lease, or licence, or tenancy agreement

- **your** landlord alleges that **you** failed to maintain or repair the **property** as required by **your** lease, or licence, or tenancy agreement
- **you** defend a demand for dilapidations at the expiry of **your** lease, or licence, or tenancy
- **your** landlord seeks to end **your** lease, or licence, or tenancy earlier than stated in **your** written tenancy agreement or they seek to remove **you** from the **property**

in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

**We** will not pay **you** if **you** have not paid money to **your** landlord as stated in **your** written tenancy agreement or **your** landlord alleges that **you** haven't paid this money. However, **we** will pay **you** if **you** have withheld payment required by **your** written tenancy agreement because **your** landlord has failed to maintain or repair **your property**

### c.3. Disputes with your tenant

**We** will pay **your costs and expenses** to obtain damages or another legal remedy for disputes with **your** tenant where:

- **your** tenant fails to maintain or repair **your property** as required by the written lease, or licence, or tenancy agreement
- **your** tenant alleges that **you** failed to maintain or repair property as required by the written lease, or licence, or tenancy agreement
- **you** pursue **your** tenant for disputed dilapidations at the end of **your** lease, or licence, or tenancy agreement

in connection with **your business** and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

**We** will only pay **you** for dilapidations where **you** have served a notice of dilapidations upon **your** tenant and **you** have obtained at **your** own expense an independent expert valuation of the dilapidations.

## d Criminal defence

### d1. Interview under caution

**We** will pay **your costs and expenses** where **you** require representation at an interview under caution by the police or another prosecuting authority in connection with **your business** during the period of insurance shown in the policy schedule.

**We** will not pay **you** where **you** are required by the police to immediately attend an interview under caution at a police station.

### d2. Prosecution defence

**We** will pay **your costs and expenses** for **your** defence of a criminal prosecution accusing **you** of a criminal offence when **you** receive a summons in connection with **your business** and report it to **us** during the period of insurance shown in the policy schedule,

**We** will not defend **you** where the allegations

- are concerning a motoring offence
- involve fraud, dishonesty or criminal damage
- are tax related or an application is made under the Proceeds of Crime Act

- involve assault or a sexual offence if **you** do not maintain a not guilty plea

**We** will not defend **you** if it is alleged that **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind

**We** will not cover **claims** for **your employee**, director or a partner of **your** business if **you** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007.

### d3. Motor Offences

**We** will pay **your costs and expenses** for **your** defence of a criminal prosecution first made and reported to **us** during the period of insurance shown in the policy schedule where the conviction would result in the loss of a driving licence and the driving licence is required by **your** director or business partner of **your** business to carry out **your business**

**We** will pay **your costs and expenses** for **your** defence of a criminal prosecution for tachograph or weight offences

**We** will not pay **you** where there is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment

## e Tax protection

### e1. Request for information

**We** will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **your** business records, assets or premises

### e2. Aspect enquiry

**We** will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to **you**,
- to **your** director, or
- to **your** business partner

to carry out an aspect enquiry in connection with **your business** into a part or parts of **your** income or corporation tax self assessment return and this is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule

### e3. Full enquiry

**We** will pay **your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to **you**,
- to **your** director, or
- to **your** business partner

to examine all of **your** financial records income or corporation tax in connection with **your business** which is first ordered or commissioned, first known to **you** and reported this to **us** during the period of insurance shown in the policy schedule

#### e4. National insurance and PAYE disputes

**We will pay your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) when HM Revenue & Customs expresses dissatisfaction with **your**

- p11ds, or
- p9ds, or
- **your** pay as you earn PAYE, and/or
- national insurance contributions, NIC

and this is first known to **you** and reported this to **us** during the period of insurance shown in the policy schedule

#### e5. VAT disputes

**We will pay your costs and expenses** in representing **you** before HM Revenue & Customs (HMRC) over an alleged failure to pay VAT after a VAT compliance check. The allegations must be first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

#### f Regulatory compliance

##### f1. Health and safety executive enforcement notices

**We will pay your costs and expenses** in undertaking an appeal against an improvement or prohibition notice issued by the Health and Safety Executive (HSE) which is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

##### f2. Abatement notice appeals

**We will pay your costs and expenses** in undertaking an appeal against an abatement notice for a statutory nuisance issued by a local authority in connection with **your business** and which is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay **your costs and expenses** for more than one appeal in any one period of insurance as stated in the schedule of this policy.

**We will not pay your costs and expenses** for an appeal involving or arising from planning applications, decisions or disputes

##### f3. Licence appeals

**We will pay your costs and expenses** for an appeal against a decision taken by a statutory body to suspend, revoke, alter or not renew an existing statutory licence **you** need to carry out **your business** which is first known to **you** and reported to **us** during the period of insurance shown in the policy schedule.

**We will not pay your costs and expenses** for appeals arising from or connected to a change in the law or regulations

**We will not pay you** for complying with a notice or order

**We will not pay you** for appeals involving driving or property licences

**We will not pay you** where **you** have failed to comply with recommendations or warnings from **your** regulator or a statutory body

##### f4. Disciplinary hearings

**We will pay your costs and expenses** for representing **your** director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration or accreditation would stop **you**

carrying out **your business**. **Your** director or business partner must first know about the hearing and the claim must be reported to **us** during the period of insurance shown in the policy schedule.

**We** will not pay **your costs and expenses** of representation for healthcare, medical or alternative therapy registrations or accreditations

#### f5. Data protection defence

**We** will pay **your costs and expenses** for **your** defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82), in connection with **your business** when the breach is first known to **you** and is reported to **us** during the period of insurance shown in the policy schedule.

#### f6. Data protection compensation

If **you** have a claim accepted under section of cover 'f,5' legal expenses, regulatory compliance, (data protection defence) **we** will also pay **your** legal liability to pay **compensation** as a result of

- holding, or
- losing, or
- unauthorised disclosing

data in connection with **your business** and which **you** are responsible for

**We** will only pay **compensation** which **you** are legally responsible for if the party **you** are in dispute with is alleging that they have suffered a specific financial loss

#### g Court attendance costs

##### g1. Jury service

If

- any director or partner of **yours**, or
- any **employee**

attends jury service at a court during the period of insurance shown in the policy schedule, **we** will reimburse **you** the amount of wages or salary **you** pay them per day.

However, **we** will subtract from any payment due to **you** the amount **you** recover, or are permitted to recover, from the court

##### g2. Witness attendance allowance

If **your representative** requests that

- any director or partner of **yours**, or
- any **employee, or**
- any ex-**employee**

attends a court as a witness in connection with an accepted claim under this section of cover (legal expenses) **we** will pay their attendance costs.

**We** will not pay costs incurred when attending court as an expert witness,

**We** will not pay any remuneration of any kind which is due to the director, partner or employee

**We** will not pay any costs which it is possible to reclaim from a prosecuting authority

h Employee extra protection

h1. Pension trustee defence

**We** will pay **you** for **costs and expenses** in defending **your** directors or partners in **your business** where civil proceedings are brought against them resulting from their conduct as a trustee or administrator of a pension, retirement or superannuation scheme or programme created for the benefit of **your** director, partner or **employee** when the claim is first made and reported to **us** during the period of insurance shown in the policy schedule.

h2. Wrongful arrest

If

- any director or partner of **yours**, or
- any **employee**

is alleged to have detained a natural person against their will during the period of insurance shown in the policy schedule, **we** will pay their **costs and expenses** of defending the allegation.

**We** will not pay if the allegation is made by an **employee** or former **employee** of **yours**

h3. Personal injury

**We** will pay **costs and expenses** for **your employee**, directors and/or partners to pursue a claim for damages for **injury** suffered by them during the period of insurance shown in the policy schedule when carrying out **your business** if the injury was caused by an actual or alleged act or omission of another party

**We** will not pay **costs and expenses** where the legal case is or may be against **you**

**We** will not pay **costs and expenses** when the injury takes place on **your property**

h4. Discrimination defence

**We** will pay **costs and expenses** for **your employee**, directors and/or partners to defend an allegation of discrimination arising from **your employee's** conduct in carrying out **your business** when the claim is first made and reported to **us** during the period of insurance shown in the policy schedule.

**We** will not pay **you** where the discrimination involves a potential, former or current **employee**

i Contract for goods and services disputes

**We** will pay **your costs and expenses** to defend or pursue a claim for alleged breach of any express written contract or agreement between **you** and **your** customer or supplier for the provision of the sale, hire or supply of goods and services in connection with **your business**.

The breach must be first known by **you** and reported to **us** during the period of insurance shown in the policy schedule

**We** will not pay **you** for defending or pursuing a claim involving a **construction contract**

j Construction contractors disputes

**We** will pay **costs and expenses** in a dispute, or the negotiation of the settlement of a dispute with a customer or supplier domiciled within the **United Kingdom** over a breach or an alleged breach of a **construction contract** at an adjudication, or at the County Court, or the High Court

Provided that:

- The **construction contract** is in writing and signed by both parties and expressly stipulates:
  - the parties to the agreement
  - the work to be done
  - the timescales for commencing and completing the work
- The **construction contract** was entered into after the start of this section of cover, or the start of an equivalent policy providing cover to the same effect as this section of cover with no break in cover between policies

What we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause in the period of insurance shown in the policy schedule is

£100,000 in respect of section of cover 'a' employment disputes. This amount is inclusive of and not in addition to the **limit**.

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'a' employment disputes if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'b' employment compensation awards. This amount is inclusive of and not in addition to the **limit**

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'b' employment compensation awards if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'c' property and landlord and tenant disputes. This amount is inclusive of and not in addition to the **limit**.

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'c' property and landlord and tenant disputes if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'd' criminal defence. This amount is inclusive of and not in addition to the **limit**.

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'd' criminal defence if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

However, the most **we** will pay under section of cover 'd1' interview under caution is £2,500

£100,000 in respect of section of cover 'e' tax protection. This amount is inclusive of and not in addition to the **limit**.

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'e' tax protection if **you** use **our** choice of **representative** is £1,000.

£100,000 in respect of section of cover 'f' regulatory compliance. This amount is inclusive of and not in addition to the **limit**.

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** or **compensation** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'f' regulatory compliance if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£1,000 in respect of section of cover 'g' court attendance costs. This amount is inclusive of and not in addition to the **limit**.

£100,000 in respect of section of cover 'h' employee extra protection. This amount is inclusive of and not in addition to the **limit**.

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'h' employee extra protection if **you** exercise **your** freedom to choose **your representative** as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover 'i' contract for goods and services disputes. This amount is inclusive of and not in addition to the **limit**

**We** will not pay the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'i' contract for goods and services disputes is

- £2,000 if **you** exercise **your** freedom to choose **your** representative as described under Claims Condition: Legal expenses, or
- £500 if **you** use **our** choice of **representative**.

£100,000 in respect of section of cover 'j' construction contractors disputes. This amount is inclusive of and not in addition to the **limit**

**We** will not pay

- the **excess** this must be paid by **you**. The **excess** applies to **your costs and expenses** in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'j' construction contractors disputes is
  - £2,000 if **you** exercise **your** freedom to choose **your** representative as described under Claims Condition: Legal expenses, or
  - £1,000 if **you** use **our** choice of **representative**.
- 10% of all **costs and expenses** otherwise covered under this section of cover, after the application of the **excess**

The most **we** will pay in the period of insurance shown in the policy schedule for

- all **costs and expenses**
- all **compensation**
- all reimbursement
- all attendance costs

is the **limit**

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty

- tax, duty, interest or penalty imposed by HM Revenue and Customs

## 2 Radioactive contaminations and sonic bangs etc.

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

## 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you** and/or the **officer**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 4 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

## 5 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

## 6 Legal action

**We** will not pay **you**

- where the claim is brought in a court of law outside England, Scotland, Wales or Northern Ireland,  
and/or
- where action for damages is brought in a court within England, Scotland, Wales or Northern Ireland,  
to enforce a foreign judgment.

## 7 Deliberate acts

**We** will not pay **you** in respect of any claim that results from **your** willful, reckless or unintentional disregard for **your** actions and their consequences or **your** errors, omissions or intentional wrongdoing.

## 8 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** any **costs and expenses** that arise from such circumstances

## 9 Injury, property damage, professional duty to third parties

**We** will not cover any claim involving the defence of

- injury to any person
- loss, damage, destruction or loss of use of property.
- any breach of any professional duty owed to a third party.

## 10 Financial interest

**We** will not pay **you** for any disputes or legal proceedings between

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which you or any director, member or partner of **yours** has a financial, executive or controlling interest
- **your representative**, any party involved in arranging this section of cover, or **us**

## 11 Legal aid

**We** will not cover any dispute or legal proceedings which, in the absence of this section of cover (legal expenses), **you** would be entitled to payment under a legal aid certificate or representation order

## 12 Intellectual property rights and Judicial Review

**We** will not pay **you** for any disputes or legal proceedings involving or arising out of breach of confidentiality

- passing off

- defamation or malicious falsehood
- the ownership or existence of any kind of intellectual property rights
- Judicial Review

### 13 Costs

**We** will not pay **you** any amount which **you** would have been obliged to pay in the absence of a dispute

### 14 Value Added Tax

**We** will not pay **you** the value added tax (VAT) proportion of **your** claim if **you** are VAT registered

### 15 Cyber

**We** will not pay **you** any legal costs or expenses for, or incurred as a direct result of, a **cyber act** or **cyber incident** (other than under f5. Data protection defence and f6. Data protection compensation). However, **costs/compensation** incurred indirectly from or arising out of a **cyber act** or **cyber incident** are payable but only to the extent that coverage is provided for by this section of cover.

### 16 Employment defence

**We** will not cover claims under section of cover 'legal expenses, a employment defence where redundancy, alleged redundancy or selection for redundancy occur within the first 180 days of the start of this policy

### 17 Property and landlord and tenant disputes

Under section of cover (legal expenses, c, property and landlord and tenant disputes)

**We** will not cover **claims** where there has been damage to or loss or destruction of **property** which is covered by any other insurance policy **you** hold or are required to hold

**We** will not pay **you** to defend or pursue **your** claim if there is a dispute over a contract which is not a tenancy, licence or leasehold agreement

**We** will not pay **you** to defend or pursue **your** claim if the dispute will not lead **you** to suffer a financial loss or the value of **your property** will not fall in value

**We** will not pay **you** to defend or pursue **your** claim if **you** haven't claimed under **your** buildings, contents or business interruption insurance policy covering the property if damage or nuisance has affected **your property**

**We** will not pay **you** to defend or pursue **your** claim if there is a dispute regarding planning, building regulations or decisions or compulsory purchase orders or any actual planned or proposed works by or under the order of any statutory body

**We** will not pay **you** to defend or pursue **your** claim if there is a dispute in connection with the negotiation or renewal of a tenancy or leasehold agreement or purchase or property

**We** will not pay **you** to defend or pursue **your** claim if **you** have failed to maintain buildings or contents insurance which is suitable for **your** needs

**We** will not pay **you** to defend or pursue **your** claim if it is alleged that **you** are responsible for damage caused by seepage, pollution or contamination of any kind

## 18 Criminal defence

Under section of cover (legal expenses, d, Criminal defence)

**We** will not cover **claims** where there has been death, or disease, or injury including psychiatric injury or stress which is covered by any other insurance policy **you** hold or are required to hold

## 19 Tax protection

Under section of cover (legal expenses, e, tax protection)

**We** will not cover claims if **we** believe there is not a reasonable prospect of reducing the liabilities alleged by HM Revenue and Customs

**We** will not cover claims when tax returns are more than 90 days late

**We** will not cover claims where **you** have not notified chargeability to tax within the time limits

**We** will not cover claims involving tax returns where wholly provisional figures are used

**We** will not cover claims where is an allegation of fraud or an investigation by

- HM Revenue and Custom's Fraud Investigation Service,
- HM Revenue and Custom's Counter Avoidance Office, or
- the defence of a criminal prosecution

**We** will not cover claims involving a dispute or enquiry relating to the National Minimum Wage or Living Wage

**We** will not cover claims involving an allegation of tax avoidance

**We** will not cover claims or costs associated with 'nudge letters' from HMRC

## 20 Contract for goods and services disputes

Under section of cover (legal expenses,i, contract for goods and services disputes)

**We** will not pay **you** to defend a breach or alleged breach of **your** professional duty

**We** will not pay **you** to defend or pursue a claim involving an amount of less than £1,000

**We** will not pay **you** to defend or pursue a claim involving contracts of employment.

**We** will not pay **you** to defend or pursue a claim

**We** will not pay to defend or pursue a claim involving any tenancy agreement, lease or licence to use land and/or buildings, or the sale of land and/or buildings'

**We** will not pay **you** to defend or pursue a claim involving the provision of

- hire purchase
- credit agreements,
- insurance, or

- financial securities and/or grants of any kind, or
- franchise contracts

**We** will not pay **you** to defend or pursue a claim involving guarantees or warranties of any kind

**We** will not pay **you** to defend or pursue a claim involving a contract which has been assigned or novated to **you** by someone else or which **you** have entered into via an agent.

**We** will not pay **you** to defend or pursue a claim involving an undisputed debt. However, **we** will pay **you** where the debt is no fewer than 90 days overdue and **you** have requested full payment in writing no fewer than three times in the three consecutive calendar months since the debt first became due

**We** will not pay **you** to defend or pursue a claim involving computer hardware, or software, internet services, or systems which have been:

- i) Supplied by **you**
- ii) Tailored to **your** requirements

**We** will not pay **you** to defend or pursue a claim as a result of, or arising out of a **cyber act** or **cyber incident**.

## 21 Construction contractors disputes

Under section of cover (legal expenses, j, Construction contractors disputes)

**We** will not pay **you** to defend or pursue a claim over

- a **construction contract** on **your property**
- any **costs and expenses** to produce and serve an adjudication notice, or a pay less notice or an extension of time request
- any **costs and expenses** that **you** have a contractual obligation to pay
- an amount in dispute which is less than £5,000
- undisputed debts, unless the debt is at least 90 days overdue and **you** have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date
- guarantees or warranties
- contracts **you** enter into through an agent, or which **you** have taken over from someone else by assignment
- franchise contracts
- hire purchase, or credit agreements, or insurance, or financial securities, or grants
- contracts of employment
- any tenancy agreement, or lease, or licence to use land and/or buildings, or the sale of land and/or buildings

## 22 Alteration

**We** will not make any payment under this policy, if after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- a change in ownership of **your business**
- **your** business is involved in a merger or acquires another business

- **your business** changes unless **we** have been notified of and agree to the alteration

## 23 Liquidation

In the event **you** are

- placed in liquidation, receivership administration or bankruptcy, or
- if **you** enter into a voluntary arrangement or deed of arrangement, or
- if any application is made to the Court or if a meeting for any of the reasons above is held.

this policy will automatically terminate.

In addition, in the event of any of the above

- cover under this policy for all **costs and expenses** and/or **compensation** will be automatically withdrawn
- any **costs and expenses** incurred and/or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

# Conditions that apply to this section of cover

## 1 Prospects of success

**We** will make **our** decision on whether to cover **your** claim based on a legal opinion from **your** **representative** (and any professional advice we regard necessary) on whether **your** claim has at least a 51% chance of:

- successfully pursuing **your** case and securing a legal and/or financial remedy
- not being found liable in a civil (rather than criminal) case against **you**
- being found not guilty in the defence of a criminal prosecution
- securing a significant reduction of **your** punishment or fine if pleading guilty in a criminal prosecution
- successfully appealing the decision of the relevant authority
- **your** not being suspended and of **your** retaining **your** registration or accreditation

If there is 50% or less chance of the above **we** will not provide cover.

## 2 Use of representatives

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

Freedom to choose your representative

**You** will have freedom to choose **your representative** if:

there is a legal conflict of interest between **you** and **us** and at the point of legal proceedings or an inquiry subject to **us** approving **your** choice, in these circumstances, see **your** policy schedule for details.

In a tax enquiry or any claim where **we** may be liable to pay **compensation** **we** will choose a

**representative** to act on **your** behalf.

In all other circumstances, **we** will choose a **representative** to act on **your** behalf.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **we** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your** policy
- the **representative** has the necessary experience to deal with the dispute
- the **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with Important information – How to make a complaint.

**You** must not enter into any agreement with **your representative** as to the basis of calculation of **costs and expenses** without **our** written consent.

If in any **claim your representative** wishes to instruct counsel or an expert the following must be submitted to **us** for **our** approval:

- the expert's or counsel's name
- details of their expertise
- charging rates and estimated cost
- an explanation of the need for such instruction

### 3 Employment disputes

Under section of cover (legal expenses, a, employment disputes) **You** must either

- consult and follow the advice of the **Markel legal helpline**, or

in the following circumstances:

- before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an **employee's** contract of employment
- when **you** are notified of a grievance, a complaint of discrimination (such as sex, race, religion etc.) or an appeal from an **employee** against action **you** have taken against them
- when an **employee** resigns or walks out after expressing verbal or written dissatisfaction

Or

- comply with the ACAS (Advisory, Conciliation and Arbitration Service) code of Practice if applicable

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

# Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Benefit scheme** means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other **employee** benefit plan or trust established or conducted for the benefit of any **employee** and their families and dependants

**Compensation** means

- in respect of section of cover 'b' employment compensation awards the basic and compensatory awards for unfair dismissal and unlawful discrimination
- in respect of section of cover 'f' data protection compensation the amount

**you** have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

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

**Construction Contract** means a contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996. For the purposes of this section of cover (legal expenses) this is extended to include contracts with residential occupiers including

- painting or decorating surfaces of a building,
- construction,
- alteration,
- repair,
- maintenance of buildings,
- installation in a building of heating, lighting or electrical systems.

**Costs and expenses** means

- the legal or professional costs (including any disbursements such as counsel's or expert's fees) reasonably charged to **you** by **your representative** (provided that **we** have agreed with **you** in writing that you may incur these costs and expenses)
- the legal costs incurred in civil proceedings by the party **you** are in dispute with that a court or tribunal orders **you** to pay (provided that **we** have agreed with **you** in writing that you may incur these costs and expenses), or that **you**, agree to pay under the terms of a settlement.

but does not include any costs **you** are responsible for paying under the terms of a contract.

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

**Employee** means any person under a contract of service with **you** in connection with **your business**

**Employment wrongful act** means any actual or alleged act or omission that results in a dispute in connection with the employment of an **employee**, former **employee** or prospective **employee**, committed or allegedly committed by **you**.

**Excess** means the first amount of a claim for which **you** are responsible.

**Limit** means £1,000,000

**Markel legal helpline** means legal helpline specialist services provided by **us** or on **our** behalf

**Property** means the land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible

**Reasonable prospects of success** means **we** will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of:

- successfully pursuing **your** case and securing a legal and/or financial remedy
- not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**
- an acquittal in the defence of a criminal prosecution
- securing a significant reduction of **your** punishment or fine in a criminal prosecution
- successfully appealing the decision of the relevant authority under sections of cover (Legal expenses, f2, regulatory compliance - abatement notice appeals or, f3, regulatory compliance - licence appeals)
- **you** not being suspended and of **you** retaining **your** registration or accreditation under section of cover (Legal expenses, f4, regulatory compliance – disciplinary hearings)

If there is 50% or less chance of the above **we** will not provide cover.

**Representative** means a

- solicitor,
- barrister,
- accountant, or
- other appropriately qualified person

appointed to act for **you** and who agrees to comply with the terms of this policy, but does not include a natural person who is employed by **you**.

**We/Our/Us** means Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

**You/Your/Yours** means

- the person or persons, and/or
- the firm
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule

In addition, if **you** request **us** to, **we** will pay under sections of cover (legal expenses ,d, criminal defence) or (legal expenses, h, employee extra protection) or (legal expenses,f3, licence appeals) **your employee**, or a director or a partner of **your business**.

However, under section of cover (legal expenses ,d, criminal defence) **we will** only pay **your employee** or a director or a partner of **your business** if the same **representative** acts for all parties.

SPECIMEN

## Legal helpline (including employment matters)

This provides access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to **your** business activities, including health and safety, starting up a business, legal structures, client contracts and more.

### Employment matters

The legal helpline is also available in the event of any situation relating to a wide range of employment law disputes, such as:

- disciplinary and grievance procedures
- recruitment and dismissals
- unlawful discrimination, including disputes concerning equality of terms
- redundancy
- TUPE (**it is a condition of the legal expenses section of cover that the legal helpline must be used or ACAS guidelines followed whenever TUPE issues occur**)

How to access the legal helpline

**Telephone:** 0333 2342 046 (available 24 hours a day, seven days a week)

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.

SPECIMEN

# Employers Liability

The cover provided by this section is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **United Kingdom**.

## What is covered

### a Employers liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **injury** sustained by any **employee** whilst employed in or temporarily outside the **United Kingdom**.

Provided always that

- the **injury** is caused during the period of insurance shown in the policy schedule.
- the **injury** arises out of and in the course of the **employee's** employment by **you** in connection with **your business**.
- the action for damages is brought against **you** under the jurisdiction of a court within the **United Kingdom**.

**We** will also pay

- **your costs and expenses** resulting from the claim.
- **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

What we will pay

The most **we** will pay for any claim or series of claims plus all **costs and expenses** arising from the same original cause is the **limit**.

### b Compensation for court

**attendance** If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day for each day on which attendance is required.

### c Health and safety at work

**We** will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in the policy schedule.

**We** will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

What we will pay

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £1,000,000. This amount is inclusive of and not additional to the amount **we** will pay under 'a' employers liability

**We** will not pay **you** if the proceedings relate to the health, safety and welfare of anyone other than an **employee**.

#### **d Unsatisfied court judgments**

**We** will at **your** request pay an **employee** or their personal representative the amount of any award following a judgement which has been obtained for **injury** against any company, partnership or person operating from premises within the **United Kingdom** and which remains unpaid six months after the date of the judgement.

Provided always that

- there is no appeal outstanding
- the **injury** was sustained during the period of insurance shown in the policy schedule by the **employee** whilst working in connection with **your business**
- the judgement was obtained in a court within the jurisdiction of the **United Kingdom**
- the **employee** or their personal representative assigns the judgement to **us**

What we will pay

**We** will only pay the amount of the award that remains outstanding.

#### **e Indemnity to principal**

**We** will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under this section of cover had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are

#### **f Injury to temporary workers**

**We** will at **your** request pay a **temporary worker** as though they are an **employee** provided always that

- the **temporary worker** sustains **injury** whilst working under **your** control in connection with the **business**
- the **injury** sustained by the temporary worker is directly caused by **you** or **your employee**
- **you** have maintained all rights of recourse against the **employee** sustaining injury against the **temporary worker**

## What is not covered (exclusions)

### **1 Fines and penalties**

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

## 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

## 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under this section of cover.

## 4 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

## 5 Offshore

**We** will not pay **you** for **your** legal liability for **injury** to any **employee** whilst on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

## 6 Road Traffic Act legislation

**We** will not pay **you** for **your** legal liability for injury to any **employee** in respect of which **you** are required to arrange insurance or security in accordance with Road Traffic Legislation.

# Conditions that apply to this section of cover

## 1 Certificate of employers liability

If the cover provided by this section of cover is cancelled then any certificate of Employers Liability Insurance issued under this policy is similarly cancelled from the same date.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**
- any **employee**
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

**Business.** In addition to the meaning given under section 3 'words with special meanings throughout this policy' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**

private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

**Employee** means any person (other than a **temporary worker**) who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you**, or
- hired in or borrowed by **you**, or

- a self-employed person

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

**Injury** means

- bodily injury,
- mental injury,
- emotional distress,
- shock,
- sickness,
- disease, or
- death.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Temporary worker** means any person who is or was,

- working under **your** direct control in connection with **your business**, and
- normally resident in the **United Kingdom**, and

working for **you** for no longer than fifty consecutive calendar days in total during the period of insurance shown in the schedule of this policy

SPECIMEN

# Tools

## What is covered

### a **Damage to tools and equipment**

If any of the **property**, or any part of the **property** is **damaged** within the **United Kingdom** during the period of insurance shown in the policy schedule, **we** will, at our option, **either**

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was **damaged**.

### b **Damage to tools in vehicles overnight**

If stated as operative in the schedule to this policy, in return for paying any additional premium **we** require we will pay **you** for **damage to tools** kept within a vehicle overnight and exclusion 11 of this section of cover 'unattended vehicles' is deleted. If not stated as operative in the schedule to this policy exclusion 11 of this section of cover 'unattended vehicles' will continue to apply.

### c **Average**

If, at the start of the **damage**, the sum insured shown in the policy schedule for the **property** is less than the value of the **property** then the amount that **we** will pay **you** will be reduced in the same proportion.

This clause will not apply if the amount **we** will pay **you** is calculated on a **reinstatement** basis.

### d **Basis of settlement**

In the event of **damage to property** **we** will calculate the amount **we** will pay **you** on a **reinstatement** basis, provided that:

- where the work or **reinstatement** is carried out at another site and/or in any way suitable to your requirements **we** will not pay **you** for any resulting increase in the cost of the work or **reinstatement**.
- in respect of **property** that is only partially **damaged** **we** will not pay **you** more than **we** would have done had it been totally destroyed.
- **we** will not pay **you** anymore than **we** would have done if settlement was not on a **reinstatement** basis
  - unless **reinstatement** starts and continues without unreasonable delay
  - until the cost of **reinstatement** has actually been incurred
  - if the **property** at the time of the **damage** is insured by **you** or on **your** behalf under any other insurance which is not on the same basis of **reinstatement**.

If at the time of **damage** the sum insured shown in the policy schedule for the **property** is less than 85% of the full cost of **reinstatement** of the **property** then the amount **we** will pay **you** will be reduced in the same proportion.

### e **Reinstatement of sums insured**

Following **damage** which is insured under this section of cover the sums insured will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed

- £5,000 in respect of each item, pair or set of **tools** or **business equipment**
- in respect of **property**, the sum insured shown in the policy schedule for that **property**
- in respect of all **damage** in total, the overall sum insured shown in the policy schedule.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under section of cover 1 (employers' liability)

### 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or

customs authority, and

## 5 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

## 6 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

## 7 Wear and tear

**We** will not pay **you** for any **damage** caused by

- wear and tear,
- the action of light or atmosphere,
- moths, vermin or insects,
- any process of cleaning, dyeing, restoring, adjusting or repairing,
- corrosion, dampness, dryness, wet or dry rot,
- marring, scratching, bruising, deterioration

## 8 Defective workmanship

**We** will not pay **you** for any **damage** caused by faulty or defective workmanship, operational error or omission by **you** or any **employee**.

## 9 Mechanical or electrical breakdown

**We** will not pay **you** for any **damage** resulting from mechanical or electrical breakdown, breakdown or from adjustment, maintenance or repair.

## 10 Pollution

**We** will not pay **you** for any **damage** caused by **pollution**

## 11 Unattended vehicles

**We** will not pay **you** for **damage** to **property** caused or consisting of

- unexplained shortage or disappearance
- theft whilst the property is left unattended.

However, provided that

- the **property** is concealed and out of sight in a locked boot area within the vehicle, and
- all points of access to the vehicle are securely locked and security devices put in full and proper operation, and
- all keys are removed, and
- force is used to gain entry to the vehicle and the entry causes external and visible damage to the vehicle

then this exclusion shall not apply to

- theft or attempted theft of **property** from an unattended vehicle or

- theft of **property** where the vehicle is stolen at the same time

Unless tools in vehicle overnight is shown as operative in the policy schedule **we** will not pay **you** for any **damage** caused by theft or attempted theft to **property** when left in an unattended vehicle between the hours of 18,00 in the evening and 08,00 in the morning.

## 12 Theft

**We** will not pay **you** for any **damage** caused by theft or attempted theft of **property**

- from any outbuilding
- from **your premises**
- from **your contract site**
- of moveable stock in any yard, car park, open space or open sided building at **your premises** or **your contract site**.

Unless the theft or attempted theft involved entry or exit from the buildings by forcible and violent means, and

In respect of moveable **property**, unless in a metal fenced enclosure

- no less than 2.4 meters high, and
- incorporating a metal gate, with anti-removal and anti-lifting measures, locked with a closed shackle padlock certified to BSEN12320 grade 5 or above together with a locking bar of commensurate quality welded to the fencing frame

**We** will not pay you for any **damage** caused by theft or attempted theft

- while the **buildings** is **unoccupied**
- by, helped, or in any way brought about by **you**, any member of **your** family, or any director, partner or **employee** of **yours**.

However, this exclusion shall not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of **your** family, or any director, partner or **employee** of **yours**.

## 13 Vehicles

**We** will not pay **you** for any **damage** to vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## 14 Property more specifically insured

**We** will not pay **you** for any **damage** to **tools and equipment** that **you** have more specifically insured or has been more specifically insured on **your** behalf.

## 15 Unexplained shortages

**We** will not pay **you** for **damage** caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.

## 16 False pretence

**We** will not pay **you** for any **damage** caused by **you** voluntarily parting with the title or possession of any **tools and equipment** if induced by any fraudulent scheme, trick, device or false pretence.

## 17 Component self-ignition

**We** will not pay **you** for any **damage** to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

**18 On hire**

**We** will not pay **you** for **damage** to **tools and equipment** when hired or lent to a third party

**19 Communicable disease**

**We** will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

**20 Electronic data**

**We** will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

SPECIMEN

# Conditions that apply to this section of cover

## 1 Explosion

If any vessel, machinery or apparatus (or their contents) is **damaged** by an explosion that originates within the vessel, machinery or apparatus, **you must** comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 2 Security protections

**You** must ensure that the following security protections (and/or any subsequent protections installed or fitted at **our** request) are in full and proper use at all times when **your** premises are unattended and will be maintained in proper working order throughout the period of insurance shown in the policy schedule

- all external doors (and any internal doors leading to any part of the Buildings not in Your sole occupation) to be secured with either
  - if an aluminium door: a cylinder mortice deadlock, or
  - if an armoured plate door: the door manufacturer's locks as supplied, or
  - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
  - if any other type of single leaf door
    - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
    - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
  - if double leaf doors:
    - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
    - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
  - if a designated fire door: either
    - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
    - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 3 Alarm condition

Where an alarm has been installed at **your** premises by a National Security Inspectorate NACOSS Approved Company, **you** must

- ensure that the alarm
  - has been installed in accordance with the alarm company's specification that has been sent to and approved by **us**
  - will be fully operational and effective at all times when the premises are closed for business

- will be maintained under a contract by the alarm company throughout the currency of this section of cover
- notify **us** immediately following any advice from the police that they will no longer respond following activation of the intruder alarm from **your** premises.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

#### 4 Waste

If **your business** includes any

- manufacture,
- processing,
- repair,
- renovation,
- workshop (including those used for training and/or rehabilitation purposes)
- or any similar work

**you** must ensure that

- all rags, cloths and similar materials used to remove or clean up oil, grease or flammable liquids are deposited in metal receptacles fitted with lids when not in use
- at least once a day all trade and workshop waste and refuse is swept up and deposited in non-combustible containers kept away from the buildings and removed from your premises at least weekly.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Business equipment** means

- portable computers,
- portable telecommunication equipment

other than mobile phones belonging to **you** or an **employee** or for which **you** are responsible,

**Contract site** means the third party premises where **you** are undertaking **your business**

**Damage/damaged** means accidental loss, destruction or damage.

**Employee** means anyone (other than a director of **yours**) who was, or is or may become

- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**

- self-employed persons

who work for **you** in connection with **your business** and are under **your** direct control and who are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in **your** policy schedule

**Premises** means the buildings together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**)

**Property** means property owned by **you** or for which **you** are legally responsible, shown in the policy schedule and against which a sum insured is shown.

**Stock** means

- stock and materials in trade (other than heating oil)
- work in progress
- finished goods

contained within **your premises** or a securely locked store or compound and which belong to **you** or held in trust or on commission by **you** and for which **you** are responsible.

**Tools** means

- hand tools,
- hand held portable power tools,

belonging to **you** or an **employee** or for which **you** are responsible,

SPECIMEN

# Own Plant

**We** will pay **you** for **damage** to **your own plant** occurring during the period of insurance shown in the policy schedule whilst

- in **your** custody and control at **your contract site**.
- temporarily away from **your contract site** if it is
  - within a securely locked compound, premises or garage
  - out of sight within a securely locked vehicle (other than within the hours of 18.00 and 08.00 when the vehicle must be locked and also within a securely locked building or guarded security park)

within the **United Kingdom**

**We** will not pay **you** for any **damage** resulting from mechanical or electrical breakdown or derangement or from adjustment, maintenance repair or the failure of a system

**We** will not pay **you** for any **damage** to any mechanically propelled vehicle or plant for which insurance or security is required under road traffic legislation or which is otherwise insured. However, this exclusion will not apply when the vehicle is being used as a tool of trade at the **contract site** or is being transported to or from the **contract site**

**We** will not pay **you** for **damage** to anything that is made or intended to travel through water or air

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

## Immobilised plant

**We** will pay the cost of recovery of own plant which is unintentionally immobilised

However, **we** will not pay the cost where recovery is required due to electrical or mechanical breakdown or derangement.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and

### 5 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

### 6 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

### 7 Wear and tear

**We** will not pay **you** for any **damage** caused by

- wear and tear,
- the action of light or atmosphere,
- moths, vermin or insects,
- any process of cleaning, dyeing, restoring, adjusting or repairing,
- corrosion, dampness, dryness, wet or dry rot,
- marring, scratching, bruising, deterioration

### 8 Normal upkeep

**We** will not pay **you** for the cost of

- normal upkeep, or
- making good

## 9 Fraud or dishonesty of employees

We will not pay **you** for any **damage** caused by fraud or dishonesty of **employees**.

## 10 Mechanical or electrical breakdown

We will not pay **you** for any **damage** resulting from mechanical or electrical breakdown or from adjustment, maintenance, repair or the failure of a system

## 11 Theft

We will not pay **you** for any **damage** caused by theft or attempted theft

- by any person who is lawfully on the **contract** site
- by deception
- from any outbuilding or works building

unless the theft or attempted theft involved entry to or exit from the **contract** site by forcible and violent means.

We will not pay **you** for any **damage** caused by theft or attempted theft

- to property in any yard, car park, open space or open sided building
- while the **contract** site is unattended
- by, helped, or in any way brought about by **you**, any member of **your** family, or any director, partner or **employee** of **yours**.

However, this exclusion shall not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of **your** family, or any director, partner or **employee** of **yours**.

## 12 False pretence

We will not pay **you** for any **damage** caused by **you** voluntarily parting with the title or possession of any property if induced by any fraudulent scheme, trick, device or false pretence.

## 13 Component self-ignition

We will not pay **you** for any **damage** to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

## 14 Communicable disease

We will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

## 15 Electronic data

We will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

SPECIMEN

# Conditions that apply to this section of cover

## 1 Explosion

If any vessel, machinery or apparatus (or their contents) is **damaged** by an explosion that originates within the vessel, machinery or apparatus, **you must** comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## Words with special meanings (definitions)

**Business equipment** means

- portable computers,
- portable telecommunication equipment

other than mobile phones belonging to **you** or an **employee** or for which **you** are responsible,

**Contract site** means the third party premises where **you** are undertaking **your business**

**Excess** means the first amount of any claim for which **you** are responsible. That amount is shown in the policy schedule for this section of cover

**Hired in plant** means constructional plant and equipment which **you** have hired under a written agreement in connection with **your contract** (other than **tools and equipment**)

**Own plant** means constructional plant and equipment used in connection with **your contract** with a value of £5,000 or greater (other than **tools, stock, business equipment and hired in plant**)

**Stock** means

- stock and materials in trade (other than heating oil)
- work in progress
- finished goods

contained within **your premises** or a securely locked store or compound and which belong to **you** or held in trust or on commission by **you** and for which **you** are responsible.

**Tools** means

- hand tools,
- hand held portable power tools,

belonging to **you** or an **employee** or for which **you** are responsible,

# Hired In Plant

**We** will pay **you** for **your** legal liability under the terms of a written hiring agreement entered into by **you** to pay the cost of repairing, restoring or replacing **hired in plant** following **damage** to **hired in plant** which **you** are responsible

- at **your contract site**
- temporarily away from **your contract site** if it is
  - within a securely locked compound, premises or garage
  - out of sight within a securely locked vehicle (other than within the hours of 18.00 and 08.00 when the vehicle must be locked and also within a securely locked building or guarded security park)

Less a deduction for wear and tear, within the **United Kingdom** during the period of insurance shown in the policy schedule.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

## b Interested Parties

The interest is noted of

- lenders in the **contract site**, and/or
- suppliers of **hired in plant** to **you** under a hiring, leasing or similar agreement provided that, in the event of **damage** to the property **you** tell us the nature and extent of that interest.

## c Immobilised plant

**We** will pay the cost of recovery of hired in plant which is unintentionally immobilised

However, **we** will not pay the cost where recovery is required due to electrical or mechanical breakdown or derangement.

# What is not covered (exclusions)

## 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

## 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or

nuclear component

- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and

### 5 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

### 6 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

### 7 Wear and tear

**We** will not pay **you** for any **damage** caused by

- wear and tear,
- the action of light or atmosphere,
- moths, vermin or insects,
- any process of cleaning, dyeing, restoring, adjusting or repairing,
- corrosion, dampness, dryness, wet or dry rot,
- marring, scratching, bruising, deterioration

### 10 Normal upkeep

**We** will not pay **you** for the cost of

- normal upkeep, or

- making good

### 11 Fraud or dishonesty of employees

**We** will not pay **you** for any **damage** caused by fraud or dishonesty of **employees**.

### 12 Mechanical or electrical breakdown

**We** will not pay **you** for any **damage** resulting from mechanical or electrical breakdown or rearrangement or from adjustment, maintenance, repair or the failure of a system

### 13 Theft

**We** will not pay **you** for any **damage** caused by theft or attempted theft

- by any person who is lawfully on the **contract site**
- by deception
- from any outbuilding or works building

unless the theft or attempted theft involved entry to or exit from the **contract site** by forcible and violent means.

**We** will not pay **you** for any **damage** caused by theft or attempted theft

- to property in any yard, car park, open space or open sided building
- while the **contract site** is unattended
- by, helped, or in any way brought about by **you**, any member of **your** family, or any director, partner or **employee** of **yours**.

However, this exclusion shall not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of **your** family, or any director, partner or **employee** of **yours**.

### 14 False pretence

**We** will not pay **you** for any **damage** caused by **you** voluntarily parting with the title or possession of any property if induced by any fraudulent scheme, trick, device or false pretence.

### 15 Component self-ignition

**We** will not pay **you** for any **damage** to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

### 16 Road traffic legislation

**We** will not pay **you** for any **damage** to any mechanically propelled vehicle or plant for which insurance or security is required under road traffic legislation or which is otherwise insured. However, this exclusion will not apply when the vehicle is being used as a tool of trade at the **contract site** or is being transported to or from the **contract site**

**We** will not pay **you** for **damage** to anything that is made or intended to travel through water or air

### 17 Communicable disease

**We** will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived

- any action taken to minimise or prevent an **infectious or contagious disease**

## 18 Electronic data

**We** will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

SPECIMEN

# Conditions that apply to this section of cover

## 1 Explosion

If any vessel, machinery or apparatus (or their contents) is **damaged** by an explosion that originates within the vessel, machinery or apparatus, **you must** comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## Words with special meanings (definitions)

**Contract site** means the third party premises where **you** are undertaking **your business**

**Excess** means the first amount of any claim for which **you** are responsible. That amount is shown in the policy schedule for this section of cover

**Hired in plant** means constructional plant and equipment which **you** have hired under a written agreement in connection with **your** contract (other than **tools and equipment**)

SPECIMEN

# Contract works

## What is covered

### a **Damage to contract works**

If the **permanent and temporary works**, or any part of the **permanent and temporary works** within the **United Kingdom** for which **you** are contractually responsible is **damaged**

- on the **contract site**
- in transit by road, rail or inland waterways to or from the **contract site**

in the **United Kingdom** during the period of insurance shown in the policy schedule, **we** will, at **our** option, **either**

- pay **you** the value of the **permanent and temporary works** at the time of the **damage**, or
- repair, restore or replace the **permanent and temporary works** or any part of the **permanent and temporary works** that was **damaged**. less a deduction for wear and tear

**We** will not pay **you** where the **permanent or temporary works** are part of a **contract** which is greater than the sum insured shown in the policy schedule

**We** will not pay **you** when the **contract** is greater than the sum insured shown in the policy schedule

**We** will not pay **you** for **damage** to any building or structure which existed prior to the start of the **contract**

**We** will not pay **you** for **damage** to the **permanent or temporary works** which are completed

**We** will not pay **you** where **your** legal liability arises from any delay or non-completion or any penalties or liquidated damages arising from delay or non-completion

**We** will not pay **you** for the theft or attempted theft of metal. However, **we** will pay **you** for **damage** caused by theft or attempted theft of metal if at the time of **damage**

- an **employee** is in attendance at the **contract site**, or
- the metal is contained within a securely locked building

**We** will not pay **you** for **damage** to property which is defective in design, plan, specification, materials or workmanship or **damage** to **permanent or temporary works** which rely upon a property which is defective in design, plan, specification, materials or workmanship for stability or support

### Reinstatement of sums insured

Following **damage** which is insured under this section of cover the **sums insured** will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

### What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

**b Interested Parties**

The interest is noted of

- lenders in the **contract** site, and/or
- suppliers of **hired in plant** to **you** under a hiring, leasing or similar agreement

provided that, in the event of **damage** to the property **you** tell us the nature and extent of that interest.

**c Indemnity to Principals**

**We** will pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions. However, **we** will only pay the principal if the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are.

**d Professional fees**

**We** will pay **you** for reasonable and necessary

- architect's
- surveyor's
- consulting engineers'
- legal, and
- other professional fees

for repairing, restoring or replacing the **permanent and temporary works** following **damage** to the permanent and temporary works

However, **we** will not pay for any fees for preparing any claim or request for payment under this section of cover.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these fees, and
- the **damage** to the **permanent and temporary works**

will not exceed the sum insured shown in the policy schedule for the **permanent and temporary works**

**e Debris removal**

**We** will pay you, subject to **our** prior consent, for the cost of

- removing debris
- dismantling and/or demolishing
- shoring up or propping

of the portion or portions of the **permanent and temporary works** as a result of **damage**.

**We** will only pay for these costs if we have paid **you** (or admitted liability) for the **damage** to the **permanent and temporary works**.

**We** will not pay **you** for any costs for removing debris except from the site of the **permanent and temporary works damaged** and the area immediately adjacent to the site.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these costs, and
- the **damage** to the **permanent and temporary works**

shall not exceed the sum insured shown in the policy schedule for the **permanent and temporary works**

#### **f European Community and public authorities**

**We** will pay the additional cost of reinstatement of **permanent and temporary works** that **you** become subject to solely because of the necessity to comply with the requirements of

- European Community legislation, or
- building or other regulations under any Act of Parliament or public authority bye-laws in respect of the **damaged** or undamaged portions of the **permanent and temporary works**.

Provided that

- the work of reinstatement is commenced and carried out without unreasonable delay and, in any event, be completed within 12 months after the **damage** or any longer period that **we** may agree with **you** in writing.

However, **we** will not pay **you**

- for those additional costs in complying with the requirements
  - in respect of **damage** occurring prior to the period of insurance shown in the policy schedule
  - in respect of **damage** not insured by this section of cover
  - where notice was served upon **you** prior to the **damage** taking place
  - where there is an existing requirement which has to be implemented within a given period
  - in respect of **property** where the **damage** is not covered by this section of cover
- the additional cost that would have been required to make good the **damaged** property to a condition equal to its condition when new had the necessity to comply with requirements not arisen.
- for the amount of any charge or assessment that arises from capital appreciation which is payable in respect of the **permanent and temporary works** following compliance with the requirements.

If the requirements mean that the reinstatement is carried out, either in whole or in part, on another site **we** will not pay **you** more than **we** would have done had the reinstatement been carried out at the premises.

#### **g Maintenance of defects liability period and ICE Standard conditions of contract**

**We** will pay **you** for damage to the permanent works during

- any maintenance or defects period not exceeding 12 calendar months. However, **we** shall only pay **you** for damage which **you** are liable for arising from a cause prior to the start of the maintenance period
- the 14 consecutive days immediately following a Certificate of Completion being issued by an engineer under Clause 21 of the Institute of Civil Engineers Contract Conditions

**We** will pay **you** for **damage** to work undertaken during **your** maintenance period in connection with **your** obligations under the **contract**

#### **h Offsite storage**

**We** will pay **you** for **damage** to material and goods designated for incorporation in the **permanent and temporary** works when temporarily stored away from the **contract** site.

**We** will not pay **you** if the material and goods are being worked on

**We** will not pay **you** if it is necessary to comply with clauses 16 and 30.3 of the JCT Conditions of Contract or clause 54 (3) of the ICE contract or any equivalent contractual conditions

## What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule shall not exceed 15% of the sum insured shown in the policy schedule for **permanent and temporary works** or £500,000 whichever is the least

### i Contract price increase

If the final price of the **contract** exceeds the sum insured for **permanent and temporary works** shown in the policy schedule then **We** will proportionately increase the sum insured.

However, **we** will not increase the sum insured by more than 125%

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or

customs authority, and

## 5 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

## 6 Other insurance

**We** will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

## 7 Fraud or dishonesty of employees

**We** will not pay **you** for any **damage** caused by fraud or dishonesty of **employees**.

## 8 Money

**We** will not pay **you** for any damage to

- coin, bank and currency notes, or
- uncrossed cheques, uncrossed postal and money orders, or
- unused postage stamps, or
- National Savings Stamps and Certificates, or
- unexpired units in franking machines, or
- luncheon and customer redemption vouchers, or
- trading stamps, holiday with pay stamps, or
- telephone cards and travel tickets, or
- crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), or
- crossed bankers' drafts, or
- crossed postal and money orders, crossed warrants, or
- VAT purchase invoices, or
- company credit and/or debit cards, credit and debit card sales vouchers, or
- Premium Bonds

## 9 Alteration

**We** will not make any payment under this policy if, after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- an increase in the risk of a claim or **damage**
  - **your** interest ceasing other than by a will or the operation of the law
  - **your** business being wound up, carried on by a liquidator or receiver or permanently discontinued
- unless **we** have been notified of and agreed to the alteration.

## 10 Communicable disease

**We** will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- **any** fear or threat of an **infectious or contagious disease** regardless of whether this is actual or

perceived

- any action taken to minimise or prevent an **infectious or contagious disease**

## 11 Electronic data

**We** will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

## 12 Excluded activities

**We** will not pay **you** for any **damage** in any way caused by or arising from **excluded activities**

## 13 Heat

**We** will not pay **you** for any **damage** caused by the use of electric oxyacetylene or any welding or heat cutting equipment, hot air guns, blow lamps or blow torches, tar, bitumen or asphalt heaters or any other equipment or process involving the application of heat (other than angle grinders).

SPECIMEN

# Conditions that apply to this section of cover

## 1 Cessation of work

If work ceases on the **contract** site for any reason for 30 consecutive days or longer **you** will

- notify **us** in writing immediately and
- give **us** any additional information **we** may require, and
- agree to any terms and/or additional premium **we** may require if **we** decide to continue with this insurance

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Contract** means all construction work undertaken by **you** in the **United Kingdom** in the course of **your business**, other than

- contracts lasting longer than 12 continuous calendar months (excluding the maintenance period)
- demolition other than where undertaken by you as part of a contract for rebuilding, alteration, maintenance or repair
- the construction of or any work in or on
- aircrafts, airports, watercraft, collieries, mines, gas, petrochemical, chemical works, railways, railway installations, power stations, oil refineries, fuel depots, quarries, offshore rigs or platforms,
- the construction, alteration, maintenance or repair of bridges, viaducts, subways, chimney shafts, blast furnaces, steeples, tunnels, docks, piers or wharfs, motorways, dams
- piling, underpinning, the use of explosives or work in or on or adjacent to rivers, lakes and tidal waters
- the handling, storage or transport of any hazardous substances such as gas, asbestos, radioactive substances, toxic chemicals

**Contract site** means the third party premises where **you** are undertaking **your business**

**Damage/damaged** means accidental loss, destruction or damage.

**Employee** means anyone (other than a director of **yours**) who was, or is or may become

- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**
- self-employed persons

who work for **you** in connection with **your business** and are under **your** direct control and who are normally resident in the **United Kingdom**.

In addition, if **you** request **us** to, **we** will pay subcontractors in relation to **damage** caused by any of the specified perils in the JCT Standard Form of Building Contract. However **we** will only pay the subcontractor if

- the subcontractor observes, fulfills and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are
- **you** have entered into a written agreement with the subcontractor accepting liability for the **damage**

**Excluded activity** means

- demolition or partial demolition of any structure
- surfacing or construction of roads
- laying of underground services unless incidental to any building contract undertaken by you
- any excavation exceeding in any part a depth greater than two meters below ground level
- the felling or lopping of any tree which exceeds five meters in height
- pile driving, quarrying, the use storage or possession of explosives, water diversion or work under water, fuel, gas or mineral exploration or extraction
- the use or ownership of tower cranes or cradles
- work in or on blast furnaces, chimney or well shafts, viaducts, bridges, mines, refineries, off shore installations power stations, dams, tunnels, airports or aerodromes, docks, wharfs, piers, harbors, railways, motorways, ships, aircraft, towers or steeples
- work in or on any building used for the manufacture, processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based product
- work on **computer equipment**, computer mainframe installations and their cabling
- the erection or dismantling of scaffolding
- security or road barrier fencing

**Excess** means the first amount of any claim for which **you** are responsible. That amount is shown in the policy schedule for this section of cover

**Permanent and temporary works** means the permanent and temporary work executed by **you** or on **your** behalf in the performance of the **contract** materials supplied as part of the **contract**

**Premises** means the buildings together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**)

**Reinstatement** means the carrying out of the following work:

- where the **property** is lost or destroyed
  - the rebuilding of the **property** if a building, or
  - in respect of other **property**, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- where **property** is damaged, the repair of the damage and the restoration of the damaged portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.

# Transit

## What is covered

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule whilst in **transit**, **we** will, at **our** option, either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was **damaged**.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the **limit**.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 4 **Confiscation etc**

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and

#### 5 **Electronic data**

**We** will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

#### 6 **Mould**

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

#### 7 **Communicable disease**

**We** will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

#### 8 **Own premises**

**We** will not pay **you** for any **damage** that occurs at any premises owned, leased or rented by **you**.

However, this exclusion shall not apply to **damage** occurring during the loading or unloading of the **property** onto or from the means of **transit**.

#### 9 **Unattended vehicles**

**We** will not pay **you** for any **damage** caused by theft or attempted theft or resulting from unexplained shortage or disappearance if **your** vehicle is left unattended.

However, this exclusion will not apply

- if the **property** is permanently fixed in position
- if the **property** is out of sight in a locked compartment or locked boot within the vehicle and the vehicle

- is securely locked at all points of access and any security devices are put into full and proper operation, and
- all keys are removed, and
- between the hours of 19:00 and 08:00 the vehicle is
- garaged in a securely locked building, or
- contained in a securely locked vehicle park or compound with a security attendant on duty at all times.

## 10 **Wear and tear**

**We** will not pay **you** for **damage** caused by or consisting of

- wear and tear,
- depreciation,
- gradual deterioration,
- vermin, moth or insects,
- fungus,
- condensation,
- any gradually operating cause,
- any process of cleaning, dyeing, repairing or renovation, or
- any other deterioration that is not directly caused by fire or accidental damage

## 11 **Mechanical/electrical breakdown**

**We** will not pay **you** for **damage** caused by or consisting of mechanical or electrical breakdown of the **property**.

However, this exclusion will not apply if **damage** first occurs to the exterior of the **property**.

## 12 **Livestock**

**We** will not pay **you** for **damage** to any living creature.

## 13 **Defective packaging**

**We** will not pay **you** for **damage** caused by

- defective or inadequate packing
- insufficient or incorrect addressing.

# Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Damage/damaged** means accidental loss, destruction or damage.

**Excess** means the first amount of any claim for which **you** are responsible. That amount in respect of this section of cover is £100

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is £2,000

**Property** means property that is owned by **you** or for which **you** are responsible, however, it does not mean

- deeds, bonds, bills of exchange, money, securities for money, cheques, promissory notes, stamps and documents of any kind
- bullion, precious stones, jewellery, articles of gold, silver or other precious metal or furs
- explosives

**Transit** means transit within the **United Kingdom** in connection with the **business** including the loading and/or unloading of the **property** onto or from the vehicle

SPECIMEN

# Professional Liability

## What is covered

### a Civil liability

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability committed during the carrying out of **your professional services**.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for all claims in total plus all **costs and expenses** is the **limit**.

**We** will not pay the **excess**. This must be paid by **you**.

The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

### b Loss of documents

**We** will pay **you** the amount of money spent by **you** in replacing or restoring any **document** which, during the period of insurance shown in the policy schedule, has been either

- physically destroyed or damaged, or
- lost or mislaid and which cannot be found after careful search and which is reported to **us** during that same period of insurance.

What we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule is £250,000

**We** will not pay **you** if the destruction, damage, loss or mislaying of the document arises in any way from the

- failure, or
- the failure to produce the desired or intended result of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage

### c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee** attends a court as a witness in connection with a claim under this section **we** will pay

**you** the following amounts:

- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**. If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 4 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

### 5 Other insurance

**We** will not pay **you** where **you** have a right to payment under any other insurance. However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that we will pay under this

insurance will be reduced by the amount that **we** pay under the other insurance.

## 6 Legal action

**We** will not pay **you**

- where the claim is brought in a court of law within the United States of America or Canada, and/or
- where action for damages is brought in a court within the United States of America or Canada to enforce a foreign judgement.

## 7 Employers liability

**We** will not pay **you** where **your** legal liability arises in any way from

- **injury** to any **employee** that results from their employment by **you**, or
- a breach of **your** responsibility as an employer to any **employee** or prospective **employee**.

## 8 Property

**We** will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by you or on your behalf of any

- land
- buildings
- aircraft
- watercraft, or
- mechanically propelled vehicle.

## 9 Dishonest and malicious acts

**We** will not pay **you** where **your** legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious act or omission

committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by us:
  - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission

any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

## 10 Penalties or liquidated damages

**We** will not pay **you** where **your** legal liability arises from any agreement **you** have entered into to pay penalties or liquidated damages if **your** liability is increased beyond that applicable in the absence of the

agreement.

## 11 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

## 12 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability that arises from such circumstances.

## 13 Pollution

**We** will not pay **you** where **your** legal liability arises from or in any way involves **pollution**.

## 14 Insolvency or bankruptcy

**We** will not pay **you** where **your** legal liability arises in any way from **your** insolvency or bankruptcy.

## 15 Financial interest

**We** will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against **you**.

## 16 Trading losses

**We** will not pay **you** where **your** legal liability arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts

incurred by any business managed by or carried on by **you**.

## 17 Directors and officers

**We** will not pay **you** where **your** legal liability arises in any way from or involves the performance or non-performance by

- **you**, or
- any director or member of **yours**, or
- any **employee**

of any duties as a director or officer of any company.

## 18 Asbestos

**We** will not pay **you** where **your** legal liability arises in any way from or involves the

- manufacture,
- mining,
- processing,
- distribution,
- testing,
- remediation,
- removal,
- storage,
- disposal,
- use, or exposure to

asbestos or materials or products containing asbestos.

## 19 Patent

**We** will not pay **you** for any claim alleging any infringement of patent

## 20 Coronavirus (Covid-19)

**We** will not pay **you** or a director or officer for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

## 21 Cyber liability

**We** will not pay **you** for any actual or alleged loss or legal liability arising in any way from any actual or alleged

- **cyber incident**
- the transmission of a **computer virus**
- recovering or reconstituting data

# Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**, or
- any **employee**

**Business** means **your** activities, profession or occupation that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance.

**Document** means

- all documents other than
  - stamps
  - currency
  - coins
  - bank notes and bullion
  - travellers cheques
  - cheques
  - postal orders
  - money orders
  - securities
  - negotiable instruments

and documents of the same kind.

- separable program, instruction or data for physical incorporation into any computer system

that belong to **you** or for which **you** are legally responsible and which are in **your** custody or control (or the custody or control of any person they have been entrusted, lodged or deposited by **you**) in the ordinary course of **your**

**professional services.**

**Employee** means any person (other than a director of **yours**) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed persons

and who are working for **you** under **your** direct control in connection with the **professional services**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Injury** means

- bodily injury,
- mental injury,
- emotional distress,
- shock,
- sickness,
- disease, or
- death.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Mould** means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

**Product** means any goods or products, including

- their containers,
- labelling and instructions provided for the goods or services,

which are

- sold,
- supplied,
- processed,
- installed,
- serviced,
- repaired,
- altered,
- treated, or
- renovated

by **you** or on **your** behalf.

**Professional services** mean those services performed by **you** or on **your** behalf in connection with **your business** that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance.

**Retroactive date** means the date **you** commenced **your professional services**

**Wrongful act** means any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

SPECIMEN

# Occupational personal accident

## What is covered

### Personal accident

If an **insured person** suffers **injury** during the period of insurance shown in the policy schedule, whilst in a home office, commuting to work or at work and in the course of their employment by **you, we** will pay **you** the benefit set out below.

### How much we will pay

**We** will pay the amount specified in the policy schedule in respect of this section of cover, however

- **we** will only pay the benefit for either **death, loss of limbs, loss of sight or speech or hearing or permanent total disablement** inclusive for any one **insured person**
- **death, loss of limbs, loss of sight or speech or hearing or permanent total disablement** must occur within 104 weeks of sustaining the **injury**
- to qualify for the benefit for **temporary total disablement**, the **insured person** must have received medical attention from and continued under the care of a qualified medical practitioner
- the benefit for **temporary total disablement** is payable for a maximum of 104 weeks from the date of suffering the **injury**
- the benefit for **temporary total disablement** is no longer payable once payment for **death, loss of limbs, loss of sight or speech or hearing or permanent total disablement** become claimable
- the benefit for **temporary total disablement** will not be payable for the first 14 days of **temporary total disablement**.

## What is not covered (exclusions)

### 1 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 2 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **3 Suicide or self-injury**

**We** will not pay **you** for loss resulting from an **insured person** committing or attempting to commit suicide or deliberate self-injury.

### **4 Drugs**

**We** will not pay **you** for loss resulting from or contributed by an **insured person** having taken a drug.

This exclusion will not apply where the drug is taken as prescribed and direct by a qualified registered medical practitioner and is not being taken for the treatment of drug addiction.

### **5 Pregnancy and childbirth**

**We** will not pay **you** for loss resulting from or contributed by the pregnancy (including childbirth) of an **insured person**.

### **6 Pre-existing condition**

**We** will not pay **you** for loss resulting from or contributed by an **insured person** having any sort of physical or medical defect or health problem which was known either to **you** or the **insured person** prior to the date this section of cover was first incepted or prior to the latest renewal of this policy and which has not been declared to **us** and accepted by **us** in writing.

### **7 Wilful acts**

**We** will not pay **you** for loss resulting from the needless peril by an **insured person** (except in an attempt to save human life).

### **8 Age**

**We** will not pay **you** for loss sustained by any person under the age of 16 years or over the age of 75 years.

### **9 Sickness or disease**

**We** will not pay **you** for loss resulting from or contributed by

- sickness or disease
- any naturally occurring condition
- any degenerative process
- a gradually operating cause.

### **10 Subsequent injury**

**We** will not pay more than one of the benefits specified in the policy schedule in respect of this section of cover arising out of the same **injury**. However, we will pay for the **temporary total disablement** benefit prior to making a payment for **death, loss of limbs, loss of sight, speech or hearing or permanent total disablement**.

# Conditions that apply to this section of cover

## 1 Disappearance

In the event of disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that death has occurred as a result of **injury** then we will pay **you** the benefit for **death** subject to a signed undertaking that if the belief is subsequently found to be wrong the benefit will be refunded to **us**.

## 2 Other interests

All payments under this section of cover shall be made to **you**. Neither the **insured person** nor their personal representatives have a right to payment under this section of cover.

# Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Death** means death resulting solely and directly from sustaining the **injury**.

**Employee** means any person (other than a director of **yours**) who is (or was or may be in the future)

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers, or
- self-employed persons

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

**Injury** means accidental bodily injury.

**Insured, you, your, yours** means the person named as the policyholder in the policy schedule.

**Insured person** means any principal, partner, governor, director, council member, member, officer or trustee of **yours** or any **employee**.

**Loss of limbs** means total loss of use of one or more hands or feet resulting solely and directly from suffering the **injury**.

**Loss of sight or speech or hearing** means total and irrecoverable loss of

- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from suffering the **injury**.

**Medical expenses** means costs of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges incurred following **injury** for which a benefit is payable under this section of cover.

**Permanent total disablement** means permanent total disablement (other than **loss of limbs** or **loss of sight or speech or hearing**) resulting solely and directly from **injury** which continuously prevents the **insured person** from attending to business or occupation of any description and is beyond hope of improvement.

**Temporary total disablement** means total disablement resulting solely and directly from **injury** which prevents the **insured person** from attending to his/her usual business or occupation or, if the **insured person** has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.

SPECIMEN

## Cover sections

### Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Insured, you, your, yours.** The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover. When these words appear in either

- conditions that apply to this policy as a whole', or
- 'exclusions that apply to this policy as a whole'

then they shall have the meaning which is given in the relevant section of cover.

**Business** means **your** activities, profession or occupation that **you** have told **us** about undertaken within

- private dwelling houses
- single storey commercial properties
- offices
- hotels
- public houses and restaurants
- guest houses
- schools and colleges
- residential retirement or nursing homes

and which **we** have confirmed are acceptable to **us** for the purpose of this insurance

**Computer equipment** means any:

- computer
- electronic data processing device, equipment or system and

includes any:

- hardware
- software program instruction
- data
- component

**Computer virus** means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

**Contamination** means the

- contamination
- poisoning
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

**Costs and expenses** means legal costs and expenses incurred

- by us, or
- by **you** (provided **we** have agreed with **you** in writing that **you** may incur these costs and expenses)

but does not include

- damages and costs awarded against **you**
- any kind of payment for work or service due to **you**.

**Cyber incident** means any

- incident, or
- series of incidents, or
- threat, or
- hoax

involving

- the use or operation of any **computer equipment**, or
- the access to, processing, transmission, storage or use of any electronic data

**Infectious or contagious disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**Mould** means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

**Mould event** means any actual, alleged or threat of:

- contact with,
- exposure to,
- inhalation of,
- absorption of,
- discharge of,
- dispersal of,
- seepage of,
- migration of,
- release of,
- escape of,
- presence of,

- growth of

**mould.**

**Our, us, we** means Markel International Insurance Company Limited.

**Pollution** means the

- discharge,
- dispersal,
- release, or
- escape

of any irritant or contaminant.

**Proposal** means all the information supplied to **us** (whether by written, electronic or any other means) for the purpose of effecting this policy.

**Terrorism** means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political,
- religious,
- ideological,
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

**United Kingdom** means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Unlawful association** means any unlawful organisation which is engaged in **terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

**War** means

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.

# Claims conditions that apply to this policy as a whole (claims conditions)

## 1 Notification of claims

**You** must notify **us** in writing

- within 7 days in respect of riot **damage**
- as soon as possible in respect of all other claims or requests for payment of
- any claim made against **you**
- the receipt of any communication of an intention to make a claim against **you**
- any circumstance of which **you** shall become aware which is likely to give rise to
  - a claim against **you**, or
  - **your** seeking payment under this policy

**you** must give **us**

- **your** reasons for **your** anticipation of a claim, or request for payment
- full details of dates and persons involved

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 2 General claims handling

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

## 3 Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings.

## 4 Salvage

**We** may enter any **building** in which **damage** has occurred and deal with the salvage, however, no property may be abandoned to **us**.

## 5 Payment of indemnity limit

In respect of section of covers

- 1 employers liability ,

- 2 public/products liability,
- 3 legal defence costs

**we** are entitled at any time to pay **you**

- the **limit** (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If **we** do this **we** will not be under any further liability to **you** in respect of the claim.

## 6 Electronic data processing media valuation

Despite any provision relating to the basis of settlement for any request for payment under this policy, if electronic data processing media insured by this policy suffers physical **damage** that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- research and engineering or any costs of recreating, gathering or assembling the electronic data.
- any amount relating to the value of the electronic data to **you** or any other party even if the electronic data cannot be recreated, gathered or assembled.

## 7 Documents in support of your claim

**You** must, at **your** own expense, give **us**

- full written details of **your** loss, and
- proof of the correctness of **your** claim, and
- all plans, documents, books and information which **we** require

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

# Other conditions that apply to this policy as a whole (general conditions)

## 1 Subrogation

**We** will be entitled to take over and undertake in **your** name, all **your** rights of recovery against anyone before or after any payment under this policy.

**You** will give **us** all the assistance **we** may require to exercise those rights of recovery.

**We** agree, under all section of covers apart from

not to exercise those rights against any company that is a subsidiary or parent company of **yours**. ('Subsidiary' or 'parent' company being defined by current legislation).

## 2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by **you** under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to **us** during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

If payment of the premium has been arranged on a deferred basis with Caunce O'Hara & Company Limited then it is agreed that **we** will accept cancellation instructions from Caunce O'Hara & Company Limited with effect from the date the payment becomes overdue

## 3 Notice

Any notice under this policy will be regarded as given

- to **us** if sent by first class prepaid post to Markel (UK) Limited, City Square House, 11 Wellington Street, Leeds, LS1 4DL
- to **you** if sent by post to **your** last known address.

## 4 Multiple insureds

**Our** liability under each section of cover is as shown in the section of cover. **Our** liability shall not be varied or regarded as varied because of the number or type of **insureds** or claims under the section of cover.

## 5 Non-aggregation

If payment is available under more than one section of cover provided by **us** in respect of any claim or series of claims arising from the same original cause the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

6 Breach of terms not relevant to the actual loss

If **you** fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

**we** cannot rely on the breach of the term to exclude, limit or discharge **our** liability under this policy if **you** show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

7 Breach of the duty of fair presentation

(a) breach of duty prior to entering into the contract of insurance

If **you** breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
  - **we** may avoid this policy and refuse all requests for payment, and
  - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** had complied with the duty of fair presentation
  - if **we** would not have entered into the contract of insurance at all **we** may avoid this policy and refuse all requests for payment and will return the premium paid
  - if **we** would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
  - in addition, if **we** would have entered into the contract but would have charged a higher premium **we** may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged

(b) breach of duty prior to entering into a variation of this contract of insurance

If **you** breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
  - **we** may treat this policy as having been terminated from the time when the variation was concluded, and
  - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** had complied with the duty of fair presentation
  - if **we** would not have agreed to the variation at all **we** may treat the contract as if the variation was never made and will return any extra premium paid
  - if **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- **we** would have increased the premium by more than **we** did or at all, or

- **we** would not have reduced the premium as much as **we** did or at all, then **we** may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

8 Calibration procedures and maintenance

**You** must ensure that all plant or equipment utilised for the purpose of **your business** requiring inspection under any legislation, regulation or statute is inspected in accordance with the relevant legislation, regulation or statute.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

9 Maintenance of rights and remedies

**You** must maintain all **your** rights and remedies against all service providers, designers, consultants or contractors that **you** engage.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

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# What is not covered (general exclusions)

## 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

## 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

## 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under section of cover 1 (employers' liability)

## 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and

## 5 Electronic data

**We** will not pay **you** against loss, destruction, damage, distortion, erasure, corruption or alteration of electronic data from any cause (including **computer virus**) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event

contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

6 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

7 Coronavirus (Covid-19)

**We** will not pay **you** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

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