



Policy Wording Document

# Table of Contents

<b>PREAMBLE .....</b>	<b>4</b>
<b>DATA PROTECTION STATEMENT .....</b>	<b>5</b>
<b>IMPORTANT NOTES .....</b>	<b>6</b>
<b>DEFINITIONS .....</b>	<b>7</b>
<b>SECTION A: EMPLOYERS' LIABILITY .....</b>	<b>18</b>
WHAT IS COVERED .....	18
ADDITIONAL COVERS .....	18
WHAT WE DO NOT COVER.....	20
<b>SECTION B: PUBLIC LIABILITY &amp; PRODUCTS LIABILITY .....</b>	<b>22</b>
WHAT IS COVERED .....	22
ADDITIONAL COVERS .....	22
SECTION CONDITIONS.....	25
WHAT WE DO NOT COVER.....	25
.....	26
<b>SECTION C: PROFESSIONAL INDEMNITY .....</b>	<b>30</b>
WHAT IS COVERED .....	30
ADDITIONAL COVERS .....	30
WHAT WE DO NOT COVER .....	31
<b>SECTION D: CONTRACT WORKS AND PLANT .....</b>	<b>36</b>
WHAT IS COVERED .....	36
ADDITIONAL COVERS .....	37
WHAT WE DO NOT COVER.....	43
SECTION CONDITIONS .....	46
<b>SECTION E: TOOLS AND MATERIALS .....</b>	<b>48</b>
WHAT IS COVERED .....	48
WHAT WE DO NOT COVER.....	48
SECTION CONDITIONS .....	49

<b>SECTION F: LEGAL EXPENSES.....</b>	<b>51</b>
<b>WHAT IS COVERED .....</b>	<b>59</b>
<b>WHAT IS NOT COVERED .....</b>	<b>64</b>
<b>GENERAL EXCLUSIONS .....</b>	<b>69</b>
<b>POLICY CONDITIONS .....</b>	<b>70</b>
<b>PRIVACY .....</b>	<b>73</b>
<b>GENERAL EXCLUSIONS.....</b>	<b>75</b>
<b>GENERAL CONDITIONS .....</b>	<b>78</b>
<b>CLAIMS CONDITIONS AND PROCEDURE.....</b>	<b>82</b>
<b>COMPLAINTS PROCEDURE .....</b>	<b>84</b>

## PREAMBLE

---

Welcome to **Your** Admiral Business **Policy**.

This is **Our** Small Business '**Policy** Wording,' which gives an oversight to the sections that will follow and will vary depending on the covers **You** select.

### Our agreement with you

Thank **You** for choosing Admiral Business as **Your** insurance **Policy**.

In return for **You** paying the appropriate premium and complying with the terms and conditions of the **Policy**, **We** agree to cover **You** in accordance with the terms of the **Policy**.

### Some things to know about Your Policy

**Your Policy** is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and **us**.
2. A '**Policy Schedule**' which is where **You** will find the active sections of the **Policy** that **You** have purchased along with the limits of **Our** cover and any excess or endorsements that detail specific changes to the standard terms of the **Policy** that are specific to **Your** cover.
3. A '**Policy** Wording' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and excess.
4. 'Statement of Fact.'
5. 'Summary of Cover.'

These documents (whether physical or electronic) form the contract between **You** and **Us**. Please keep them in a safe place.

## DATA PROTECTION STATEMENT

---

To view our data protection policy, please click on the following link:

[Privacy and Security Policy – Admiral](#)

## IMPORTANT NOTES

---

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems.
- use your information to search against various publicly available and third-party resources.
- use industry fraud tools including undertaking credit searches and to review your claims history.
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated, and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases. We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

## DEFINITIONS

---

The following definitions apply to all claims under the **Policy**, in addition to the specific terms and conditions in each section of the **Policy**.

### Abuse

Any:

1. Physical or mental **abuse**;
2. Assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment;
3. Act of a sexual nature or any act undertaken with a sexual motive; or
4. Repeated or continuing act of contempt, use of insulting words or behaviours.

### Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;
2. Fibres or particles of any material in 1. above; or
3. Any material containing anything in 1. or 2. above.

### Avionics

Any **Product** designed to be used on or in any aircraft or airborne vehicle.

### Bodily Injury

Death, physical injury, illness, disease, or mental injury.

### Business

The activities of the **business** shown in the **Schedule**.

### Business

For the purposes of section B only, '**Business**' is extended to include:

1. Ownership, use and upkeep of **Your Premises**;
2. Upkeep of vehicles and plant owned and used by **You**;
3. Canteen, social, sports, educational and welfare organisations provided by **You** for the benefit of any **Employee**;
4. **Your** first aid, fire security and ambulance services;
5. **Your** participation in exhibitions; and
6. Private work by any **Employee** with **Your** prior agreement for **You** or for any director, partner, or **Employee** of **Yours**.

### Circumstance

**Circumstance** means an incident, occurrence, dispute, fact, **matter**, act, or omission that is likely to give rise to a **claim**.

### Claim

**Claim** means: The receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or

Any writ, statement of **claim, claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **claim**, counter **claim** or third- or similar-party notice served upon **you**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **you**.

### Client

**Client** means a customer to whom **you** provide **Materials** or services under a written contract or for a fee.

### Communicable Disease

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

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

### Company

**Company** means the **company** stated in the **schedule** and shall include all **subsidiary companies**.

### Computer System

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 system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.

### Cyber Act

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



## Cyber incident

**Cyber incident** means:

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

## Cyber Loss

Any loss, damage, liability, **claim**, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**.

## Damage/Damaged

Physical loss, damage or destruction.

## Data

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

## Data protection law

**Data protection law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

## Date of occurrence

**Date of occurrence** means:

For civil cases, the date of the event that leads to a **claim**. If there is more than one event arising at different times from the same originating event, the **date of occurrence** is the date of the first of these events. This is the date the event happened, which may be before the date **you** first became aware of it;

For proceedings for a criminal offence, the date the **insured** began, or is alleged to have begun, to break the law.

## Defence Costs

Legal **costs and expenses**, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered **claim** against You. This does not include **Your** own overheads, including salaries and expenses.

### Defence cost(s)

**For the purposes of Section C only, Defence cost(s)** means:

1. all legal costs, charges, fees, expenses including witness costs and advances in respect of the same (other than **your** directors, partners or **employees'** salaries, commissions, expenses or other benefits);
2. reasonable fees, **costs and expenses** of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered **claim**; and
3. any premiums paid for insurance instruments or for bonds which are required in order to defend proceedings, institute an appeal or be released on bail but without any obligation to furnish or procure such insurance instruments or bonds;

incurred with **our** prior written and **our** continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any **claim** or **circumstance**.

### Documents

**Documents** means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **Data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

### Employee

Anyone who is, or was at the time of any act, incident or event, under a contract of service or apprenticeship with You, whilst working under **Your** direct control and supervision in the course of the **Business**.

### Employee

For the purposes of sections A & B only, '**Employee**' means anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with You;
2. Hired to or borrowed by You;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;
5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the **business**.

### Employee

For the purposes of Section C only; **Employee** means any person including trainees and apprentices acting under a contract of service with **you** in respect of the conduct of **professional services**.

### Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

### Excess

**Excess** means the first amount specified in the **schedule** payable by **you** in respect of each and every **claim** or **circumstance** as ascertained after the application of all other terms and conditions of this **policy**. The **excess** will be applied to **defence costs**, fees and expenses (unless expressly stated otherwise in the **schedule**).

### Home

**Your home** (or homes), or those of your **employees**, including the garage at the same location.

### Insured/you/your

For the purposes of section C only; **Insured/you/your** means

The person or **company** named in the **schedule**; or

1. Predecessors to the **company** conducting the **business** but excluding predecessors that are not disclosed to **us** prior to the inception of this **policy**; or
2. The partners, directors or **members** during the **period of insurance** for their conduct in relation to the **business**; or
3. Former partners, former directors or former **members** for their conduct in relation to the **business**; or
4. Those persons named as consultants or former consultants **for** their conduct in relation to the **business**; or
5. Any retired partner, director or **member** remaining as a consultant for their conduct in relation to the **business**; or
6. Any **employee** and/or former **employee** and any self-employed person for their conduct in relation to the **business**;
7. The estate, heirs and executors or legal and personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy for a **claim** covered by this **policy**;
8. The lawful spouse of any natural person insured provided that the **claim** against such spouse is to enforce a judgment against such natural person for a **claim** covered by this **policy**.

### Insured event

Fire, theft or damage to **property**.

### Insurer/we/our/us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

### Limit of Cover

The amount shown as the '**Limit of Cover**' on the **Schedule**, which is the most **We** will pay for the corresponding **claim**.

### Limit of indemnity

Means the amount specified in the **schedule**, which shall be the maximum amount payable by **us** in respect of any one **claim**:

1. regardless of the number of insured parties, persons or organisations bringing **claims** against **you** and
2. regardless of the number of **claims** for cover under this **policy** made by **you**

Where a **limit of indemnity** is stated as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**.

Where a **claim** can be brought under more than one (1) clause of this **policy**, **you** are free to choose the clause that will apply, but only one (1) clause, and the applicable **limit of indemnity** of that clause shall be the maximum amount payable by **us** under this **policy**.

Any sub-**limit of indemnity** stated applies as if it was the **limit of indemnity** for the **claims** specified for that sub-limit of indemnity and is deemed to be part of and not in addition to the **limit of indemnity** specified in the **schedule**.

### Materials

Stock, merchandise or provisions owned by **you** and used in connection with **your business**.

### Matter

**Matter** means any **Data**, text, sounds, images or similar content disseminated, including but not limited to the content of **your** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of **your business** services.

### Member

**Member** mean any **member** of a limited liability partnership, including without limitation a designated **member**, save that any such **member** shall only be an **insured** for the purposes of this **policy** if and insofar as any **claim** arises out of their conduct in relation to the **business**.

### North America

**North America** means the United States of America or its territories or possessions or Canada.

### Offshore

From the time an **Employee** boards a form of transport for departure to an offshore installation, rig or platform, until they disembark on their return from such installation, rig or platform.

### Parent

**Parent** means a **company** which by itself, or in concert with other **companies** with the same majority ownership or control as itself:

1. Controls the composition of **your** board of directors; or
2. Controls more than half **your** voting power; or
3. Holds more than half of **your** issued share capital.

### Period of insurance

**Period of insurance** means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

### Policy

**Policy** means this document, the **schedule** (including any **schedule** issued in substitution) and any **endorsements** attaching to this document or the **schedule**.

### Pollutant

**Pollutant** means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, **asbestos**, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

### Pollution

**Pollution** means any actual, alleged, suspected, impending or threatened:

1. Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
2. Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** test to monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of **pollutants**.

### Premises

The address or addresses shown on the **Schedule** that **You** supplied to **Us** as the address where **You** run **Your business** from.

### Principal

Any person, firm or **company** **You** have entered into a contract or agreement with to do work for, or to provide services for, in connection with **Your Business**.

## Property

Physical **Property**. **Property** does not include **Data** held on any **computer system** or media.

## Property

For the purposes of Section E only, **Property** means:

**Materials** and **Tools** owned by **you** and used in connection with **your business**. **We** will also pay to replace up to 1 laptop or tablet per **insured event**.

## Property Damage

Loss or destruction of, or **Damage** to, **Property**.

## Product

Any item (including its packaging, labels and instructions for use), which is:

1. Manufactured, sold, supplied, processed, altered or treated;
2. Repaired, serviced, tested or maintained; or
3. Installed, commissioned, constructed or erected, by **You** or on **Your** behalf and which is no longer in **Your** care or control.

## Professional services

**Professional services** mean those services provided for a **client** under a contract of service in the conduct of **your business**.

## Retroactive date

**Retroactive date** means the date (if any) stated in the **schedule**.

1. Unlimited retroactive cover – where no **retroactive date** is specified in the **schedule**, coverage under this **policy** shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed;
2. Limited retroactive cover – where a **retroactive date** is specified in the **schedule**, then coverage under this **policy** shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed after the **retroactive date**.

## Schedule

**Schedule** means the document titled schedule that includes **your** name and address, details of the premium and other variables to this **policy** (including **endorsement** clauses) and is incorporated in this **policy** that **you** have accepted. The **schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

## Subsidiary company

**Subsidiary company** means:

8.32.1 any **company** in respect of which **you** (either directly or indirectly through one or more of **your subsidiary companies**):

1. control the composition of the board of directors; or
2. control more than half the voting power at a general meeting of shareholders; or
3. hold more than half of the issued share capital (regardless of class of share);

Any **company** as defined above (other than any **company** part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in **North America**) which is acquired or created on or subsequent to the inception date of this **policy** and of which the total assets do not exceed the amount stated on the **schedule**.

Any other **company** that **we** have given prior written consent to for its inclusion as a **subsidiary company** under this **policy**.

### **Territorial Limits**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or the territories defined as '**Territorial Limits**' in any section of the **Policy**

### **Territorial limits**

For the purposes of Section C only; **Territorial limits** means worldwide excluding **North America**.

### **Terrorism**

1. For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.
2. For Northern Ireland, an act including but not limited to the actual or threatened use of force or 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. This includes the intention to influence any government or put the public or any section of the public in fear.
3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

### **Tools**

Hand **tools**, power **tools**, machinery, equipment, consumables, a laptop or tablet, spare parts or similar items owned by **you** for which **you** are responsible for and used by **you** or any **employee** in connection with **your business**.

## Total sum insured

The **total sum insured** as shown in **your** policy **Schedule** is the maximum amount **we** will pay for any **claim** or series of claims arising from the same **insured event**.

## United Kingdom

**United Kingdom** means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Virus

Any code, instructions, software or program which contains unauthorised, criminal or malicious instructions to initiate an event on the infected **computer system** causing modification or unavailability of, or damage to, **Data**, memory or media.

## Virus or similar mechanism

**Virus or similar mechanism** means a computer program, program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, **Data** files or operations, whether involving self-replication or not.

## We/Us/Our

### Admiral Business

## Works

All **works** that have been completed or are to be completed by **You** or on **Your** behalf, including any:

1. Materials incorporated or intended to be incorporated into the **works**; and
2. Plant tools equipment and temporary buildings used or intended to be used, during the period **You** are responsible under any contractual condition.

## You/Your

1. The person or entity shown on the '**Policy Schedule**' as 'name of **insured**;' and
2. Anyone else within the definition of '**You/Your**' in any section of the **Policy**.

## You/Your

For the purposes of sections A&B only, '**You/Your**' is extended to include any:

1. Director or **Employee** of **Yours**;
2. Officer, committee **member** or **member** or **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;



3. Any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

### **War**

**War** means **war**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **war** be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

## SECTION A: EMPLOYERS' LIABILITY

This section does not apply if shown as not insured in the **Schedule**.

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** to Your Employees.

Cover under this section is provided on an 'occurrence' basis. This means it covers claims arising from incidents occurring during the Period of Insurance, regardless of when the **claim** is brought against You.

### Compulsory Insurance

The cover under this section of the **Policy** is intended to comply with any laws and regulations relating to the compulsory insurance of liability to Employees in the country within the **Territorial Limits** where **You** are based. **You** must repay to **Us** any amounts **We** pay which **We** would not have had to pay other than as a result of the compulsory insurance laws and regulations.

### What Is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Cover**.

#### **Claims for Bodily Injury to Employees**

**We** will cover **You** against compensation payable by **You** as a result of a **claim** brought against **You** for Bodily Injury to an **Employee** occurring during the Period of Insurance

1. Within the **Territorial Limits**; or
2. While an **Employee** resident within the **Territorial Limits** is temporarily employed in the European Union, in connection with the **Business** conducted by **You** from **Premises** within the **Territorial Limits**.

### Additional Covers

**We** will also provide the additional covers shown below, up to the corresponding **Limit of Cover**.

#### **Unsatisfied court awards**

If an **Employee**, or the personal representative of any **Employee**, has obtained a judgment for damages in respect of Bodily Injury sustained by the **Employee** and the judgment has not been paid in full 6 months after the date of judgment, then **We** will pay any outstanding amounts to the **Employee** or their personal representative if **You** ask **Us** to.

**We** will only make payment if:

- a. The **Bodily Injury** was suffered by the **Employee**:
  - i. during the Period of Insurance; and
  - ii. in the course of their employment with **You** in connection with the **Business**;
- b. The judgment:
  - i. was awarded in a court in the **Territorial Limits**; and
  - ii. Is not subject to an appeal; and
  - iii. The **Employee** or their personal representative assigns the judgment debt to **Us**.

### **Cross liabilities**

Where more than one person or entity is covered under this section, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a **claim**.

### **Legal costs**

For any **claim** covered under the section, **We** will pay:

- a. **Your** liability for the claimant's legal **costs and expenses**; and
- b. **Defence Costs**.

### **Court attendance costs**

If **We** require any partner, **principal** or **Employee** of **Yours** to attend court as a witness in connection with a **claim** covered under this section, **We** will pay **You** £300 for each day they are required to attend.

### **Health and safety and manslaughter defence costs**

**We** will cover **You** against **Defence costs** for:

- a. Representation at any Coroner's inquest or fatal inquiry in respect of any death;
- b. Defending any criminal prosecution alleging breach of statutory duty, including any prosecution under:
  - a. Health and Safety at Work etc. Act 1974; or
  - b. Health and Safety at Work (Northern Ireland) Order 1978; or
- c. Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered **claim** under this section of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, **We** do not cover:

- i. Any actual or alleged act, omission or incident, unless committed during the **Period of Insurance**;
- ii. Proceedings arising from any deliberate act or omission by **You**;
- iii. Compensation ordered or awarded by any court of criminal jurisdiction;
- iv. **Costs and expenses** in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **Territorial Limits**;
- v. **Costs and expenses** where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or insurance;
- vi. Any incident if **Bodily Injury** or **Property Damage** has not occurred; or
- vii. Costs under c. above after any connected civil **claim** has been resolved.

### **Injury to working partners**

If **You** are a working partner, **We** will cover **You** under this section as if **You** were an **Employee** if:

- a. **You** suffer a **Bodily Injury** while working in connection with the **Business** during the Period of Insurance;
- b. The **Bodily Injury** is caused by another partner or **Employee** while working in connection with the **Business**; and
- c. **You** have a valid **claim** for negligence against the other partner or **Employee**.

### **What We Do Not Cover**

The following exclusions apply to this section of the **Policy**, in addition to the General Exclusions.

**We** do not cover liability:

#### **Motor vehicles**

For **Bodily Injury** suffered by an **Employee** whilst:

- 1. In or on; or
- 2. Entering or getting onto or alighting from a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where **You** are entitled to cover under any other insurance.

#### **Offshore**

For **Bodily Injury** suffered **Offshore**.

#### **Fines and penalties**

For:

- a. Fines or penalties;

- b. Costs of appeal against any improvement or prohibition notices;
- c. Fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
- d. Compensation ordered or awarded by a Court of Criminal Jurisdiction; or
- e. Liquidated, punitive, aggravated, exemplary or multiplied damages awarded by any court outside the **Territorial Limits**.

### **Other insurance**

That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

## SECTION B: Public Liability & Products Liability

This section does not apply if shown as not insured in the **Schedule**

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** or **Property Damage** to **Property** belonging to others, happening during the Period of Insurance, regardless of when the **claim** is brought against **You**.

### What is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Cover**.

#### **Claims for Bodily Injury & Property Damage**

**We** will cover **You** against compensation payable by **You** as a result of a **claim** brought against **You** for:

1. **Bodily Injury** to any person;
2. **Property Damage**;
3. Obstruction, trespass or nuisance;
4. Interference with any right of way, air or light; or
5. wrongful arrest, detention, imprisonment or eviction,

happening during the **Period of Insurance** within the **Territorial Limits** or the European Union, in connection with the **Business** conducted by **you** from **Premises** within the **Territorial Limits**.

### Additional Covers

#### **Indemnity to Principals**

At **Your** request, **We** will extend the cover under this section:

- a. To any **principal** of **Yours**:
  - I. For whom **You** are undertaking activities in the course of a **business**;
  - II. Where **Your** contract with the **principal** requires **You** to provide such cover; and
  - III. Where the **claim** arises from carrying out **Your business** for the **principal**.

However, **We** will only cover the **Principal** if they comply with the terms of the **Policy** as if they are **You**, including allowing **Us** to retain sole conduct and control of all covered claims.

#### **Contingent motor liability**

**We** will extend the cover under this section to include cover for **You** against compensation payable by **You**, as a result of a **claim** brought against **You** for:

1. **Bodily Injury** to any person; or
2. **Property Damage**, as a result of the use of a motor vehicle, including any trailer attached to it, during the **Period of Insurance** within the **Territorial Limits** and in the course of the **Business**.

However, this does not include cover:

- a. As a result of the use of a vehicle that is owned, loaned, leased, hired or rented to **You** or provided by **You**;
- b. As a result of any use of a vehicle except on a road or in a public place;
- c. For liability arising from **Property damage** to the vehicle itself or anything in or on the vehicle, including any trailer;
- d. For liability that results from **bodily injury** or **Property damage** arising while the vehicle is being driven:
  - i By **You**, other than by an **Employee**; or
  - ii With the consent of **You** or **Your** representative by anyone who is not legally entitled to drive the vehicle; or
  - iii for any liability that is covered under any other insurance.

In all other respects the definitions, conditions and exclusions in this section of the **Policy** apply.

### **Employees' and Visitors' Personal Belongings**

**We** will cover **You** for accidental **Property damage** to **Employees'** and visitors' vehicles and personal **Property** which are in **Your** custody or control, happening during the period of insurance. However, this does not include cover for any vehicle or personal Property that is:

- a. Loaned, leased, hired or rented to **You**;
- b. Stored for a fee or other consideration by **You**; or
- c. In **Your** custody or control for the purposes of being worked on.

### **Health and Safety Defence Costs**

**We** will cover **You** against **Defence Costs** for:

- a. Representation at any Coroner's inquest or fatal accident inquiry in respect of any death;
- b. Defending any criminal prosecution alleging breach of duty, including any prosecution under:
  - Health and Safety at Work etc. Act 1974; or
  - Health and Safety at Work (Northern Ireland) Order 1978; or
- c. Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could

- d. result in a covered **claim** under this section of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

**However, We do not cover:**

- I. Any actual or alleged act, omission or incident, unless committed during the **Period of Insurance**;
- II. Proceedings arising from any deliberate act or omission by **You**;
- III. Compensation ordered or awarded by any court of criminal jurisdiction;
- IV. **Costs and expenses** in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **Territorial Limits**;
- V. **Costs and expenses** where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or insurance;
- VI. Any incident if **bodily injury** or **Property damage** has not occurred; or
- VII. Costs under c. Above after any connected civil **claim** has been resolved.

**Cross liabilities**

Where more than one person or entity is covered under this section, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a **claim**.

**Contractual liability**

**We** will pay for **Your** liability under any contract for **Bodily Injury** happening during the **Period of Insurance**, provided that the control of any **claim** falls to **Us**.

However, this does not include cover for:

- a. Any contract for or including the carrying out of work outside of the **Territorial Limits** or the European Union; or
- b. Claims arising from any work completed under contract by **You** once this has been handed over to **Your** employer.

**Legal costs**

For any **claim** covered under this section, **We** will pay:

- a. **Your** liability for the claimant's legal **costs and expenses**; and
- b. **Defence Costs**.



### **Court attendance costs**

If **We** require any partner, **principal** or **Employee** of **Yours** to attend court as a witness in connection with a **claim** covered under this section, **We** will pay **You** £300 for each day they are required to attend.

### **Section Conditions**

The following conditions apply to this section of the **Policy**, in addition to the General Conditions.

#### **Suspension of cover**

In respect of any cover under Additional Covers, Health and Safety defence costs, **We** may:

- a. At any reasonable time inspect any **premises** or other relevant **Property**; and
- b. In the event of any defect or danger being identified, give written notice to **You** that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

#### **Appointment of independent service provider**

For claims under Additional Covers, Health and Safety defence costs, **We** will pass the **claim** to a service provider to administer the claims settlement on **Our** behalf, under the terms of **Our** agreement with them.

### **What We Do Not Cover**

The following exclusions apply to this section of the **Policy**, in addition to the General Exclusions.

**We** do not cover liability:

#### **Warranties, indemnities and guarantees**

Under any express warranty, indemnity or guarantee given or agreed by **You** in relation to any **Product**, unless liability would have arisen in the absence of the warranty, indemnity or guarantee.

#### **Employees**

For **Bodily Injury** to any **Employee**, including any **Employee** engaged by **You** outside the **Territorial Limits**.

## Your Property

For **Property Damage** to any **Property**:

- a. Belonging to **You**;
- b. leased, hired or rented to **You**;
- c. held in trust by **You** or which is in **Your** care, custody or control;
- d. held in trust by or in the custody or control of any other party carrying out work on **Your** behalf; or
- e. which must be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

**This does not apply to:**

- a. Vehicles or personal belongings of **Your Employees** or visitors whilst on **Your Premises**;
- b. any **premises** which **You** do not own or rent, where **You** are temporarily carrying out **Your business**; or
- c. **premises** **You** rent in respect of **Property damage** that is not insured elsewhere and for which **You** are only liable under the terms of the lease or rental agreement.

## Vehicles

Resulting from the ownership, possession or use by **You**, or by anyone on **Your** behalf, of any:

- a. Aircraft, airborne device or hovercraft;
- b. Watercraft exceeding 8 metres in length;
- c. Motor vehicle, trailer or plant compulsory insurance or security is required under any legislation that governs the use of the vehicle.

This does not apply to:

- a. Cover provided under additional covers, contingent motor liability; or
- b. The loading or unloading of any such vehicle, trailer or plant where cover is not provided by any other insurance.

## Pollution specific exclusions

Arising from **Pollution** that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the Period of Insurance.

All **Pollution** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

### Defective premises exclusions

For the costs of remedying or rectifying any actual or alleged defect in any **Premises** or other **Property** sold, let or otherwise disposed of by **You**.

Under the Defective Premises Act 1972 for:

- a. **Bodily Injury** or **Property Damage** occurring before **You** disposed of the **Premises** or **Property**; or
- b. Any incident that is covered under any other insurance.

### Advice

Directly or indirectly due to any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by **You** for a fee.

### Work offshore

Directly or indirectly due to:

- a. Any incident occurring while working on, in or travelling to or from; or
- b. The supply of any **Products** to,

any **offshore** accommodation, exploration, drilling or production rig, platform or support vessel.

### Deliberate acts

For any deliberate act or omission by **You**.

### Contractual liability

Under any contract, unless liability would have arisen in the absence of the contract.

### Fines and penalties

For any:

- a. Fines Or Penalties;
- b. Costs Of Appeal Against Any Improvement Or Prohibition Notices;
- c. Fees For Intervention Payable Under The Health And Safety Fees (Regulations) 2012;
- d. Compensation Ordered Or Awarded By A Court Of Criminal Jurisdiction; or
- e. Liquidated, Punitive, Aggravated, Restitutionary, Exemplary or Multiplied Damages.

### Abuse

For any **Abuse** to any person.

### Use of heat

Directly or indirectly due to the use of any:

- a. Electric oxy-acetylene or similar welding or cutting equipment;
- b. Cutting and grinding equipment using abrasive disks or wheels;
- c. Blow lamp, blow torch, hot air gun or hot air stripper;
- d. Asphalt, bitumen, tar or pitch heater; or
- e. Thermal lance,

unless disclosed to and accepted by **Us** before the start of the **Policy**.

### Outside territorial limits

Directly or indirectly due to **Business** conducted by **You** from **Premises** outside the **Territorial Limits**.

### Avionics

Directly or indirectly due to Avionics.

### Claims in North America

Arising from any **claim**, loss, liability, or action brought:

- a. Within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
- b. To enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

### Financial difficulty

Directly or indirectly due to **Your** insolvency, liquidation, dissolution, or **Your** entry into administration or any arrangement with **Your** creditors.

### Directors' duties

Of any director or **principal** for a breach of their duty to manage the **Business** in accordance with their legal or regulatory obligations.

### Competition laws

Directly or indirectly due to a breach of competition or anti-trust laws.

### Connected parties

Arising from any **claim** brought by any person or organisation insured under this **Policy** or organisation whose board of directors is controlled by **Your** board of directors.

However, **We** will still cover the **claim** if it originates from an independent third party.

### Communicable disease

For all actual or alleged **claim**, loss, liability, **damage**, compensation, injury, sickness, disease, death, medical payment, **Defence Costs**, cost, expense or any other amount

directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this exclusion, **claim**, loss, liability, **damage**, compensation, injury, sickness, disease, death, medical payment, **Defence Costs**, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**. This exclusion overrides any contrary term of this **Policy**.

## SECTION C: PROFESSIONAL INDEMNITY

This is a claims made policy, which means that for cover to apply, **you** must notify **us** of **Claims** or **Circumstances** in accordance with the Claims Procedure Section in this policy.

### What Is Covered

#### **Professional Indemnity cover (Civil Liability)**

**We** agree to indemnify **You** for liability imposed by law to pay damages and **Defence Costs** relating to any **Claim** first made against **You** during the **Period of Insurance** and notified to **Us** during the **Period of Insurance** for performance of **Professional Services**, and where the **Claim** arises out of any actual or alleged:

Breach by **You** of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation.

Infringement by **You** of intellectual property rights including a breach of a hold harmless, or indemnity agreement specified in a written contract for the supply of **Professional Services**.

#### **Limit of Indemnity**

**Our** liability under this **Policy** in respect of any one **Claim** shall not exceed the amount stated as the **Limit of Indemnity** in the **Schedule**, excluding **Defence Costs** unless **Defence Costs** are expressly stated in any clause as included within the **Limit of Indemnity**.

### Additional Covers

#### **Court attendance costs**

**We** will pay **You** compensation in the event that the legal advisers acting on **Your** behalf require any **Insured**, any **Employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a covered **Claim** made against **You**, and **you** first seek **Our** prior written consent, at the following rates for each day or part thereof on which attendance is required:

- a) any **principal** partner, **Member** or director of the **Insured**: £250,
- b) any **Employee**: £150,
- c) other relevant party: up to £150.

provided that the amount **We** shall pay under this clause shall not exceed the sub-limit of indemnity of £5,000 in the aggregate for the **Period of Insurance**.

### **Loss of documents or Data.**

**We** will cover **You** for any **Claim** and associated **Defence Costs** that arise from the conduct of **Your Professional Services**, where the **Claim** is first made against **You** during the **Period of Insurance** and notified to **Us** during the **Period of Insurance**, arising from the destruction, erasure, loss or **damage** of any **Documents** or **Data**.

**We** will pay reasonable **costs and expenses** for replacing or restoring **Your** own **Documents** or **Data** that have been destroyed, erased, lost, or **damaged** in the conduct of **Your professional services** provided that the destruction, loss or **damage** is discovered by **You** and notified to **Us** during the **Period of Insurance**.

The amount **We** shall pay under this clause shall not exceed the sub-limit of indemnity of £10,000 in the aggregate for the **Period of Insurance** and this is subject to an **Excess** of £500 which will apply to each and every **Claim** or loss covered under this clause.

### **What We Do Not Cover**

This **policy** does not cover the amount of the **excess** stated in the **schedule** or any actual or alleged **claim**, liability, loss, expense or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving:

#### **Asbestos**

Asbestos or any materials containing asbestos in whatever form or quantity.

#### **Associated company**

Any **claim** brought or maintained by or on behalf of:

- a) **You** or any **parent** or any **Subsidiary Company**; or
- b) any firm, partnership or entity in which **you** or any director or partner of **Yours** has a financial or executive interest; or
- c) any person who, at the time of the act, error or omission giving rise to the **Claim**, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of **yours** (for the purposes of this clause, family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

provided that this exclusion shall not apply to any such **Claim** originating from an independent third party.

#### **Assumed duty or obligation**

Any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of **your business**.

### **Bodily injury**

Any bodily injury.

### **Collateral warranties**

- a) **Your** acceptance of an express obligation, or an express guarantee **You** provide, of fitness for purpose.
- b) any express guarantee **You** give including any relating to the period or completion date (including the completion in part) of a project.
- c) any express penalty contained in a contract between **You** and another party.
- d) any express acceptance **You** give of liability for liquidated damages.
- e) any agreement to provide service credits or vouchers.

### **Cladding and Fire Combustibility**

The combustibility or fire safety of any external cladding or façade **product**, or any external wall system. This includes any associated core, filler or insulation material.

### **Contractual Liability**

Any breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to any liability which **You** would have incurred in the absence of such contract, warranty or guarantee.

### **Cyber & Electronic Data**

Any:

- a) **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**.
- b) breach or alleged breach of **Data Protection Law**.

### **Deliberate acts and omissions exclusion**

Any deliberate, spiteful or reckless act, error or omission **You** commit, condone or ignore.

### **Directors' and Officers' liability**

Any actual or alleged breach of duty made against **You** or **Your** directors, officers, or trustees for breach of their duties.

### **Employment exclusion**

Any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **Employees**.



## Faulty Workmanship

Any:

- a) defective workmanship, including without limitation, defective physical construction work, erection, installation, repair or service;
- b) defective materials, defective products, or any defective materials, workmanship or production techniques used in the actual manufacture of any **product**;
- c) supervision by the **Insured** of its own or its sub-contractors' workmanship where such supervision is no different from that which would be expected of an **Insured** if it only had a workmanship and/or a management obligation.

## Financial services

Any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time or any insurance distribution activities which are authorised and regulated by the Financial Conduct Authority or Prudential Regulatory Authority or their predecessor or successor.

## Fines and penalties exclusion

- a) any fines, penalties, punitive, multiple, aggravated or exemplary damages where these can be identified separately within any award of a Court or tribunal;
- b) any compensation ordered or awarded by any court of criminal jurisdiction.

## Insolvency

**Your** actual, alleged, suspected or impending insolvency.

## Legislation and regulation

**Your** actual, alleged, suspected or impending breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

## Negotiable paper

Any loss, **damage** or destruction of currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

## North America

Any proceedings (including court, arbitration or regulatory proceedings), judgment, award, payment, **Defence Costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere

in the world to enforce such judgment, award, payment, **Defence Costs** or settlement either in whole or in part).

## Other insurance

Any **Claim**, liability, loss or **Defence Costs** where **You** are or would be entitled to indemnity under any other policy if this **Policy** did not exist, except in respect of any **Excess** beyond the amount which would have been payable under such policy had this **Policy** not been effected.

## Pension, benefit, trust fund management

**Your** operation or administration of any pension or **Employee** benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **Your** breach of any legalisation or regulation related to these activities.

## Previous claims

Any **Claim** or any **Circumstance** that has been notified or should have been notified under any other policy before the start of this **Policy** or that **You** were aware of or should have been aware of before the start of this **Policy**.

## Pollution

Any:

- a) **Bodily Injury**, loss of or **damage** to, or loss of use of, **property** directly or indirectly caused by seepage, **Pollution** or contamination
- b) cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances.

## Products liability

**Materials** or products, sold, supplied, recalled, repaired, altered, treated, manufactured, constructed, installed or maintained by **You** or by any **Employee**, consultant, sub-contractor or agent of **Yours**.

## Property Damage

Any loss of or **damage** to **property** unless directly arising from a breach of duty through a negligent act, error or omission by **You** in the course of **Your Business**.

## Radioactive contamination

Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## Retroactive date

Any act, error or omission committed, or alleged to have been committed, prior to the **Retroactive Date**.

## **Territorial limits**

An act committed or omission occurring outside the **Territorial Limits**.

## **Trading losses**

- a) **Your** lost profit, mark-up or liability for VAT or its equivalent;
- b) **Your** trading loss or trading liability including those arising from the loss of any **Client**, account or **Business**;
- c) **Your** decision to notify individuals or procure credit monitoring services following any form of **Data** breach.

## **Vehicles or buildings**

- a) The ownership, possession or use by or on **Your** behalf of any aircraft, watercraft or mechanically propelled vehicle;
- b) The ownership or possession by or on **Your** behalf of any buildings, structures, **premises**, land or **property** (mobile or immobile) or that part of any building **You** lease, occupy or rent.

## **Virus or similar mechanism**

Any **Virus** or similar mechanism.

## **War and terrorism**

**War** or **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim**.

## **Additional exclusion – actions taken**

These exclusions also exclude any actual or alleged **Claim**, liability, loss, expense, or **Defence Costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving, any action taken in controlling, preventing, minimising, mitigating or suppressing, or in any way relating to any **Claim**, liability, loss, expense or **Defence Costs** referred to in What Is Not Covered set out above.

## Section D: Contract Works and Plant

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover and to what extent under this section.

### What Is Covered

#### **Contract Works Operative Clause**

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this section against physical loss of, destruction of or Damage to Contract Works arising from any accidental cause occurring in the **United Kingdom** and during the **Period of Insurance**.

#### **Limit of Indemnity / limit of cover**

**Our** liability to **You** under this section in respect of physical loss of, destruction of or **Damage** to Contract Works in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the sum in the **Schedule** as the **limit of cover** for Contract Works under this section.

#### **Contractors' Plant and Temporary Buildings Operative Clause**

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this section against **Damage** to Contractors' Plant and/or Temporary Buildings arising from any accidental cause occurring in the **United Kingdom** and during the **Period of Insurance**.

#### **Limit of Indemnity / limit of Cover**

**Our** liability to **You** under this section in respect of physical loss of, destruction of or **Damage** to Contractors Plant or Temporary Buildings will not exceed the sum in the **Schedule** as the **limit of cover** for Contractors Plant and Temporary Buildings under this section.

In respect of any individual item **Our** liability under this section shall not exceed the market value of the item.

#### **Hired In Plant Operative Clause**

Subject to the exclusions, conditions and definition of this **Policy** as are as they can apply unless otherwise stated, **We** will cover **You** under this section against **physical loss of, destruction of or Damage** to Hired In Plant arising from any accidental cause occurring in the **United Kingdom** and during the **Period of Insurance**.

#### **Limit of Indemnity / limit of cover**

**Our** liability to **You** under this section in respect of **physical loss of, destruction of or Damage** to Hired In Plant in respect of any one accident or series of accidents

resulting from or attributable to one source or original cause will not exceed the sum in the **Schedule**.

### **Employees' Effects**

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this section against physical loss of, destruction of or **Damage** to Employees' Effects arising from any accidental cause occurring in the **United Kingdom** and during the **Period of Insurance**.

### **Limit of Indemnity / limit of cover**

**Our** liability to **You** under this section in respect of **physical loss of, destruction of or Damage** to Employees' Effects will not exceed the sum in the **Schedule** as the **limit of cover** for Employees' Effects under this section.

Provided that **Our** liability for any individual **Employee** shall not exceed £1,000 in respect of any one accident or series of accidents resulting from or attributable to one source or original cause.

## **Additional Covers**

### **Debris Removal**

This section includes **costs and expenses** necessarily and reasonably incurred by **You** with the prior consent of **Us** in respect of Debris Removal. **We** shall not cover any **claim** in excess of 10% of the **Limit of cover** in respect of the Contract Works Operative Clause.

### **Defects Liability Period**

Notwithstanding the provisions of Defective premises exclusion **We** will cover **You**:

- i) for loss of or **Damage** to any permanent **works** comprising the Contracts Works occurring during any maintenance or defects liability period not exceeding 12 months duration but only in respect of loss or **Damage** for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance or defects liability period.
- ii) for loss of or **Damage** to the Contracts Works or Contractors' Plant occurring during such maintenance or defects liability period and arising from or in connection with work actually undertaken by **You** during such maintenance or defects liability period, solely in connection with **Your** contractual obligations to remedy a defect or complete any snagging list.

## Plans

The Contracts Works shall be deemed to include plans, specifications and other documentation necessary for the execution of the Contract but cover under this clause for loss of or **Damage** to such plans, specifications and documentation shall be limited to the cost of reproducing such plans, specifications and documentation and shall not exceed £50,000.

## Professional Fees

This section includes Professional Fees necessarily and reasonably incurred with **Our** consent in the reinstatement of the **Damage**.

Provided that:

- i) Such Professional Fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the **Damage**;
- ii) **We** shall not provide indemnity against any fees incurred in preparing or pursuing any **claim**.

## European Union and Public Authorities

**We** will cover **You** for such additional costs of reinstatement of the lost, destroyed or **Damaged** Contracts Works as may be incurred with **Our** consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority first imposed upon **You** following **Damage**, provided that the reinstatement is completed within 12 months of the occurrence of the **Damage** or within such further time as **We** may in writing allow.

Provided that **We** shall not be liable in respect of costs for:

- i) Requirements relating to any undamaged part of the Contracts Works other than foundations (unless foundations are specifically excluded from this Insurance).
- ii) Any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to above.
- iii) **Our** liability shall not exceed 10% of the Contract's Value.

## Expediting Expenses

In the event of loss of or **Damage** to the Contract Works or Contractors' Plant, the cost of repair, reinstatement or replacement admitted under this section shall, subject to **Our** consent, include the additional costs of overtime, weekend shift working, plant hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such loss or **Damage** (but excluding any such costs solely to expedite the completion of any construction, erection or installation of Insured **Property** not **damaged**) provided that **Our** liability of

the **Insurers** shall not exceed 25% of the **Limit of cover** in respect of the Contract Works Operative Clause.

### **Immobilised Plant**

The cover provided for Contractors' Plant shall include the cost of recovery or withdrawal of any Contractors' Plant which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement. The **limit of cover** under this clause shall not exceed the lesser of:

- i) the market value of the item at the time of the immobilisation; or
- ii) £25,000.

### **Additional Interest**

This **Policy** duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the Contracts Works or Contractors' Plant covered by this section including plant owners to the extent required by hire conditions.

### **Testing and Commissioning**

The cover under this section will not apply to **Damage** caused by or arising out of electrical or mechanical testing of any machinery or plant comprising the Contracts Works except during a period not exceeding 45 (not necessarily consecutive) days from the commencement of such testing.

### **Subrogation Waiver**

Where **You** are awarded a Contract under the Joint Contracts Tribunal Standard Form of Building Contract 1998 (or the equivalent thereof) the understated agreement applies to the Contracts Works and to the extent required by the Contract. In respect of loss of or **Damage** to the Contracts Works by any of the Specified Perils defined in the above-mentioned Standard Form of Building Contract it is agreed that so far as is required by a sub-contract **We** will not pursue any right of in the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of Substantial Completion or until the expiry of the **Period of Insurance** whichever shall occur first.

**Continuing Hire Charges/Negligent Breakdown** this **Policy** is extended to cover **You** in respect of **Your** legal liability for the payment of hiring charges in respect of Hired in Plant whilst such Hired in Plant is out of use following loss or **Damage** for which cover is provided by this Section.

When Hired in Plant is hired in by **You** under the Model Conditions for Hiring of Plant of the Construction Plant Hire Association this Section is extended to cover **You** against legal liability under clause 9(d) of such conditions.

The cover provided by this clause will also apply to liability for loss of or **Damage** to and/or breakdown of Hired in Plant hired in by **You** under conditions other than the Model Conditions for Hiring of Plant of the Construction Plant Hire Association to the extent that **You** would have been legally liable for such loss, **Damage** and/or breakdown had the hire been subject to their conditions. Provided that **We** will not be liable under this Extension for liability for sums in excess of GBP 25,000 in respect of any one item of plant during any one hiring period.

### **Speculative Housing and Show Properties**

In the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of Substantial Completion or until the expiry of the **Period of Insurance** whichever shall occur first.

### **Fire Brigade Charges**

The cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or **Damage** for which **We** have admitted liability.

Provided that **Our** liability shall not exceed £10,000

### **Offsite Storage**

Loss of or **Damage** to Contracts Works while in store at any location in the **United Kingdom** other than the Contract site for a period not exceeding six months.

Provided that:

- i) The Contracts Works are ready for delivery to the Contract site allocation to an insured Contract can be proved and.
- ii) The value of the Contracts Works in store at any one location shall not exceed the lesser of:
  - a) 25% of the Contracts Value; or
  - b) £250,000 unless **Our** prior consent has been obtained.

### **Joint Names or Multiple Insureds**

Indemnity to any party that is required under the terms of the Contract to be a joint named insured to this **Policy**.

If there is more than one insured party each operating as a separate and distinct entity, then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:



- i) **Our** total liability to all of **Your** parties collectively shall not exceed the **limit of indemnity** under the section.
- ii) Any payment or payments by **Us** to any one or more insured party shall reduce to the extent of that payment liability to all parties arising from any one event giving rise to a **claim** under this **Policy**.
- iii) **Your** parties shall at all times preserve any available contractual rights agreements and remedies in the event of loss or **Damage**.
- iv) The Contract is performed in the agreed **territorial limits**. It is however agreed that:
  - a) A voiding act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a voiding act.
  - b) **We** agree to waive all rights of subrogation which they may have or acquire.
  - c) Any lenders to the project shall not be entitled to any indemnity under this **Policy** for loss or **Damage** in respect of which the Insurers are by reason of a voiding act no longer liable to indemnify any one or more other insured party.

### **Breakdown or Explosion**

**Damage** to new and unused machinery forming part of the Contracts Works caused by electrical or mechanical breakdown or explosion.

This Extension shall continue for a period of:

- i) seven days from the commencement of testing of an individual item; and
- ii) one calendar month from the commencement of Commissioning.

### **Payments on Account**

Payment as agreed between **You** and **Us** in advance of final settlement of a **claim** under this **Policy** where **We** have admitted liability.

### **Avoidance of Impending Damage**

The cost incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending loss or **Damage** which would have resulted in a **claim** under this Section.

Provided that:

- i) The impending loss or **Damage** did not arise from any defect in the Insured **Property**.
- ii) The impending loss or **Damage** did not arise from a reasonably foreseeable cause.

- iii) The loss or **Damage** would have been the natural outcome to be expected in the absence of the measures taken.
- iv) **We** are satisfied that loss or **Damage** which would have been insured under this **Policy** has been avoided or reduced in consequence of the measures taken.
- v) **Our** cover shall not exceed the cost which would have been incurred had the measures not been taken and loss or **Damage** insured by this **Policy** had occurred.

### **Additional Cost (Supplementary Expenses)**

Necessary and reasonable cost incurred by **You** following loss or **Damage** insured by the Contractors' Plant and Temporary Buildings Operative Clause in electing a temporary repair or expediting a permanent repair.

Provided that:

- i) **Our** agreement has been obtained; and
- ii) **Our** cover shall not exceed £10,000.

The following additional covers apply to the Contractors' Plant and Temporary Buildings Operative Clause.

### **Damage to Security Devices**

The cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the **Insured Property** following loss or **Damage** due to theft or attempted theft for which **We** have admitted liability.

Provided that:

- i) **Our** liability shall not exceed £1,000; and
- ii) No **Excess** shall apply to this Extension.

### **Loss of Keys**

The cost incurred in replacing the lock cylinder of any security device permanently fitted to any Insured **Property** following loss of or **Damage** to the keys operating the security device.

Provided that:

- i) **Our** liability shall not exceed £1,000; and
- ii) No **Excess** shall apply to this Extension.

### **Repair Cost Investigation**

The cost incurred in repair investigations and tests by consulting engineers following loss of or **Damage** to Insured **Property** for which **We** have admitted liability.

Provided that:

- i) **Our** prior written agreement has been obtained.
- ii) **Our** liability does not exceed £25,000 during any one **Period of Insurance**.
- iii) **We** shall not be liable under this Extension for any cost incurred in preparing a **claim** under this **Policy**.

Provided that **Our** liability for:

- i) Loss or **Damage** and continuing hire charges in respect of any Hired in Plant which is more than one year old shall be no more than the liability which would be incurred under the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association.
- ii) Loss of or **Damage** to Hired in Plant while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the Hired in Plant has been hired by **You** unless otherwise agreed by **Us**.

### **What We Do Not Cover**

**We** will not cover **You** in respect of:

#### **Consequential Loss**

- a) Consequential loss, loss of use, liquidated damages, penalties for delay or non-completion.
- b) **Damage** occurring on any contract site where work has ceased for a continuous excess of 90 consecutive days.

#### **Aircraft and Watercraft**

Loss of or **Damage** to:

- a) Aircraft, aero spatial devices or hovercraft.
- b) Waterborne craft other than safety boats or other craft up to 4 metres in length on or about the contract site.

#### **Vehicles**

Loss of or **Damage** to mechanically propelled vehicles, including trailers attached thereto, other than:

- a) Vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a Contract site); or

- b) vehicles not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation, **Damage** to any tyres by punctures, cuts or bursts.

### **Defective Design**

Loss of or **Damage** to or the cost necessary to replace, repair or rectify:

- a) **Insured Property** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such Insured **Property** or any part thereof.
- b) **Insured Property** lost or **Damaged** to enable the replacement, repair or rectification of Insured **Property** other than matters excluded by exclusion a above.

Exclusion a above shall not apply to other Insured **Property** which is free of the defective condition but is **Damaged** in consequence thereof.

For the purposes of this Section and not merely this Exclusion the insured **Property** shall not be regarded as lost or **Damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the insured **Property** or any part thereof.

### **Breakdown, Wear and Tear**

The cost of making good:

- a) mechanical or electrical breakdown or derangement.
- b) wear, tear, rust or other gradual deterioration.

But this Exclusion shall be limited to the parts immediately affected and shall not apply to **Damage** arising in consequence thereof.

### **Stock in Trade and Money**

- a) loss of or **Damage** to Stock in Trade whilst at any **Premises** owned, leased or rented by **You** unless specifically designated for use in the Contracts Works.
- b) loss of or **Damage** to deeds, bonds and/or Money of whatsoever nature or other securities for Money.

### **Taken into Use**

Loss of or **Damage** to the Contracts Works after being taken into use by any **Principal** with **Your** consent or any **Employee** of **Yours** other than:

- a) during Testing and Commissioning when applicable.

- b) during the period of 14 days from the date of hand over or the date of certified completion where so required by the terms of the Contract.

Where **You** have engaged sub-contractors the reference in b above to a Policy of Completion does not include any **Policy** of Completion issued in respect of sub-contract works for the purpose of transferring responsibility for such **works** to **You**.

### Shortages

Any loss of insured **Property** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to a **Circumstance**.

### Existing Structures

Loss of or **Damage** to any **Property** forming or which has formed part of any structure (including contents thereof) existing at the time of the commencement of the Contracts Works.

### Relieved of Responsibility

**Damage** for which **You** are relieved of responsibility under the terms of any Contract.

### Nuclear Material/Decommissioning

Loss of or **Damage** to:

- a) nuclear material.
- b) any **works** including decommissioning in or of any building, plant, equipment or other **Property** which has been used or is designated to be.

### Transit

Loss of or **Damage** to **Property** in Transit:

- a) by sea other than by recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle(s) is involved.
- b) caused by theft or any attempt thereat arising whilst any vehicle(s), belonging to or under **Your** control and containing the insured **Property**, is left unattended unless:
  - i) all doors have been securely locked, all windows and other openings securely and adequately fastened, and any immobiliser and any alarm fitted to the said vehicle(s) correctly set to operate and all keys removed;
  - ii) after the last **business** transit of the day until collected by the driver for the next **business** transit, the vehicle(s) is housed in a securely locked

building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

### **Overloading or Abnormal Conditions**

**Damage** to any item of Hired in Plant.

- a) caused by or arising from the imposition of abnormal conditions, deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121-1 including any subsequent amendments or revisions.
- b) during overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121-1 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

### **Excluded Parts and Components**

Loss of or **Damage** to cutting edges machine tools trailing cables flexible pipes driving belts and chains or conveyor bands unless accompanied by the loss of or **Damage** to the complete item.

### **Materials Processed or Foreign Bodies**

Loss or **Damage** caused by materials processed or treated by the **insured** or foreign bodies entering the insured **Property** with the materials.

### **Scratching**

The scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not **Damage** insured by this **Policy** resulting from such Occurrence unless otherwise excluded.

## **Section Conditions**

### **Insured Contracts**

This **Policy** applies to loss or **Damage** occurring during the **Period of Insurance** to Contracts that are current at the start of the **Period of Insurance** or are commenced during the **Period of Insurance**. **Our** liability shall cease:

- a) at the end of the **Period of Insurance** if the insurance is not renewed; or
- b) on cancellation of this **Policy** whichever is earlier.

### **72 Hours Clause**

It is hereby agreed that **Damage** caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one **Period of Insurance**

shall constitute one Occurrence for the purposes of this Section. The **Excess** under Section D shall apply separately to each selected period as follows:

**You** shall select the time from which any such period shall commence but no two such selected periods shall overlap.

#### **Joint Code of Practice**

**You** undertake to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or a subsequent edition or version (referred to as The Joint Code).

**We** shall have the right at all reasonable times to enter and inspect the Contract site for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code **We** will inform the site management of the Contractor specifying the nature of the breach the remedial measures required by **Us** and the period within which these must be completed.

Where **We** consider a breach is of sufficient importance written notice shall be sent to the Employer and the Contractor at their respective addresses by registered post, recorded postal delivery, facsimile transmission or by hand.

The notice may suspend or cancel cover 30 days from the date of the notice.

It being understood that following suspension, cover shall be reinstated when **We** are satisfied that remedial measures have been completed.

#### **Series Loss**

If the development or discovery of a defect in any part of the Contracts Works shall indicate that a similar defect exists elsewhere In the Contract Works **You** shall Immediately investigate and if necessary, rectify the defects in any Contracts Works insured under this **Policy** at their own expense or alternatively bear the cost of all loss or **Damage** arising out of the defect.

## Section E: Tools and Materials

### What Is Covered

**You** will be covered up to the **Total Sum Insured** for **Property** that is **damaged** as a result of a road traffic accident. **You** will also be covered for any **damage** to **Property** caused by fire, theft or attempted theft from a vehicle or from **Home**.

The amount **We** will pay shall be:

- i) The replacement value if the **Property** can't be repaired in a cost-effective way.
- ii) The cost to replace the **damaged** part of the **Property**.
- iii) The cost of repairing the **Property**.

For the replacement value of **Tools** and **Materials**, **We** will pay the original purchase price stated on **Your** purchase receipt or invoice.

### What We Do Not Cover

#### **Specified Property**

The following Property is not covered:

- i. Money, credit or debit cards, stamps, tickets, vouchers, securities or anything similar.
- ii. **Documents** or **business** records (including those stored electronically).
- iii. Computer hardware and components of a similar nature (other than 1 laptop or tablet covered in the **policy**) used in or in connection with a computer or other device. **We** will not cover any **claim** for loss of **Data** stored on any storage device.
- iv. Satellite navigation equipment, games consoles or televisions.
- v. Mobile phones, electronic organisers, digital cameras or other electronic devices which are designed for recording, storage, management, processing, use, display, playing, transmission or communication of **Data**, images or sound.

#### **Unattended Vehicle**

We won't pay any claim for Property, which was stolen or damaged by an attempted theft from an unattended vehicle, where:

- i. The **property** was in the open cargo area of a vehicle unless it was stored in a toolbox or chest which was permanently fixed to the vehicle and was securely locked with the keys removed.
- ii. The doors, windows or other openings were left open or unlocked or the keys weren't Removed.



- iii. **your vehicle** was unattended for more than 24 consecutive hours at any location that isn't the **home** address unless **your** vehicle is kept in a secure locked garage or locked secure site.

### **No evidence of forced or violent entry**

We won't pay any claim for theft from the **Home** or a vehicle where no forced or violent entry has occurred.

### **Specific Exclusions**

We won't pay for Property:

- i. for theft from an unattended **Home** where all doors and window are not securely locked.
- ii. that was **damaged** or destroyed because it wasn't packed well enough to withstand transit or because it was carried in an unsafe, insecure or illegal manner.
- iii. carried by **You** under a contract of hire or reward, handling or storage.
- iv. while it is being driven under its own motive power or towed on its own wheels.
- v. that has suffered a mechanical, electrical or electronic breakdown or failure unless external **damage** to that **Property** has occurred, and such **damage** is covered under this policy.
- vi. that was **damaged** or destroyed because of; deterioration, mildew, mould, moth, vermin, ordinary wear and tear or any characteristic of the **Property** that in itself leads to loss or **damage** irrespective of any other cause.
- vii. that has pre-existing **damage** or has been **damaged** by wear and tear unless additional **damage** is caused during an **Insured Event** in the vehicle.
- viii. which is covered under any other insurance except in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this **policy** not been affected.
- ix. if **You** don't give **Us** the information **We** need.
- x. for theft from the **Home** or a vehicle where no forced or violent entry has occurred.

## **Section Conditions**

### **Care of your vehicle, home and property**

You must:

- Protect the vehicle, **Home** and **Property** from loss or **damage**.
- Allow **Us** to inspect the vehicle, or **Home** at any reasonable time **We** ask.
- Make sure the vehicle is roadworthy.
- Remove the keys or secure any device that allows access to the vehicle if it is left unattended.

**We** will not pay for any claims where **You** fail to protect the vehicle, **Home** or **Property** from loss or **damage** through:

- The inappropriate conduct of the driver; or
- The condition of the vehicle caused or contributed to the accident; or
- The vehicle or **Home** being left unlocked or unsecured.

#### **Notification to the police**

**You** must notify the police as soon as **You** become aware of any malicious **damage**, theft or attempted theft and obtain a crime reference number.

## Section F: Legal Expenses

---

### Helplines, Employment Manual and DAS Businesslaw

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote **your** policy number **TS5/6971171** and the name of the insurance provider who sold **you** the policy.

### Legal advice

Call **0117 927 5209**

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

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

### Tax advice

Call **0117 927 5209**

Advice can be provided on any tax matters affecting the **business**, under UK law.

**This service is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.**

### Counselling service

Call **0344 893 9012**

**We** will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

**The counselling service helpline is open 24 hours a day, seven days a week.**

## Employment Manual

Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If **you'd** like notifications of when updates are made to the Employment Manual, please email **us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting **your** policy number **TS5/6971171**.

## DAS Businesslaw

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)

### What is DAS Businesslaw?

**DAS Businesslaw** contains a range of regularly updated **business** and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, including comprehensive, current guidance on employment law, as well as helping **you** to manage its exposure to legal risk.

DAS Businesslaw's document builders can help **you** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your business**.

### How do I get started?

1. Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)
2. Enter **DASBRES100** into the 'voucher code' text box and press **Validate Voucher**.
3. Fill out **your** name and email address, create a password, and specify what type of **business you** have.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

**We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.**

## The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

### Appointed representative

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

### Business

The **business** declared to **us** and covered by the commercial policy to which this policy attaches.

### Costs and expenses

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

### Countries covered.

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

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

- (b) For all other insured incidents

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

### DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

- a) For civil cases (other than as specified under **(c)** to **(e)** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- c) For insured incident **Statutory licence appeal**, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.
- d) For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- e) For insured incident **Legal defence Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal

### Employer compliance dispute

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

### Insured person

- a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees and performs that work under **your** supervision and direction.

### Period of insurance

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

### Preferred law firm

A law firm, barrister or tax expert **we** choose to provide legal or other services.

These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

### Reasonable prospects

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

### Tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of **your** books and records; or
- b) advises of a check of **your** whole tax return.

### VAT dispute

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

### We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

### You, your

The **business** that has taken out this policy.

## Welcome to DAS

Thank **you** for purchasing this **DAS** Commercial legal expenses insurance policy.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance and additional services under **your** policy.

To make sure that **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. Please follow the procedures throughout the policy and in particular those applying to **Employment disputes and compensation awards** cover.

### How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

If **you** wish to speak to **us** about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **your business**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone us on **0117 927 5209**. **We** will ask **you** about **your** legal issue and if necessary, call you back to deal with **your** query.

### **Access to online legal documents and guides**

You have access to **DAS Business law** as part of **your** policy. DAS Businesslaw is an online resource that provides vital **business** and legal support. It contains a range of regularly updated **business** and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage **your** exposure to legal risk.

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and use the following voucher code to sign up: **DASBRES100**

### **Reporting a claim**

#### **Important information**

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

#### **Report your claim.**

- Visit **[www.das.co.uk/claim](http://www.das.co.uk/claim)** – have **your** policy number ready.
- Alternatively, call **us** on **0117 927 5209**, available 24 hours a day, 7 days a week.

#### **We will assess the claim**

- To check **your** claim is covered by **your** policy.
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim.

#### **The lawyer will**

- Assess **your** case and tell **you** how likely it is you will win

#### **If you are more likely than not to win, the lawyer will**

- Manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. Please visit **[www.das.co.uk/claim](http://www.das.co.uk/claim)** for more details on how to claim.



## Our agreement

This policy, the policy schedule and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

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

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is:
  - I. during the **period of insurance**, or
  - II. during the currency of a previous equivalent legal expenses insurance policy, provided that:
    - the previous legal expenses insurance policy required **you** to report claims during its currency.
    - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident.
    - cover has been continuously maintained in force.
    - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
    - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy.
3. any legal proceedings will be dealt with in the **countries covered** by:
  - a court; or
  - employment tribunal or employment appeal tribunal; or
  - arbitration where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court; or
  - the Equality and Human Rights Commission, Equality Commission for Northern Ireland; or
  - any other body which replaces any of the above or which **we** agree to, and
4. the insured incident happens within the **countries covered**.

## What we will pay

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

1. the most **we** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is £100,000.

2. the most **we** will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards Compensation awards in** any one **period of insurance** shall not exceed £1,000,000.
3. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or tax consultancy. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.
4. in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
5. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist.
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award, and
7. in respect of insured incident **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays.

#### What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. If **you** are registered for VAT, **we** will not pay the VAT element of any **costs and expenses**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Your cover – insured incidents

### What is covered

#### Employment disputes and compensation awards

- **Employment disputes**

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

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

- **Compensation awards**

In respect of a claim **we** have accepted under insured incident **Employment disputes we** will pay:

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

#### Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - followed the ACAS Code of Practice on Disciplinary and Grievance Procedures; or
  - followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - sought and followed advice from **our** legal advice service (telephone **0117 927 5209**)
- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (telephone **0117 927 5209**)
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** legal

advice service before starting any redundancy process or procedure with employees (telephone **0117 927 5209**)

- d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total amount payable by **us** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.

- **Employee civil legal defence**

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if:

- a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- b) civil action is being taken against them as trustee of a pension fund set up for the benefit of **your** employees.

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

- **Service occupancy**

**Costs and expenses** to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employee or ex-employee.

### **Legal defence**

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

(provided that for each of the following sections of Legal defence cover **you** request **us** to provide cover for the **insured person**.)

- **Criminal pre-proceedings cover**

Prior to the issue of legal proceedings, when dealing with the Police or other body with criminal investigatory powers, where it is alleged that the **insured person** has or may have committed a criminal offence.

**Provided that:**

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

Please note **we** will only cover criminal investigations which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see Our agreement, page 57.

- **Criminal prosecution defence**

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

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

Please note **we** will only cover criminal prosecutions which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see Our agreement, page 57.

- **Data protection**

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) Another data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

in respect of (a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see General exclusion 3, page 69.

- **Wrongful arrest**

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

#### ▪ **Statutory notice appeals**

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

#### ▪ **Jury service and court attendance**

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

- a) to perform jury service
- b) to attend any court or tribunal at the request of the **appointed representative** in relation to a claim that is an insured incident under this policy.

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

**We** will reimburse **you** for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

#### **Statutory licence appeal**

**Costs and expenses** for:

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

#### **Contract disputes**

**Costs and expenses** for:

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

**Provided that:**

- a) the amount in dispute exceeds £500 (incl VAT)
- b) if the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- c) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)

- d) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

### Debt recovery

**Costs and expenses** for:

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a) the debt exceeds £500 (incl VAT)
- b) a claim is made within 90 days of the money becoming due and payable
- c) **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

### Property protection

**Costs and expenses** for:

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

- 1. any event which causes physical damage to such physical property; or
- 2. a legal nuisance; or
- 3. a trespass.

Please note that **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

### Personal injury

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

### Tax protection

**Costs and expenses** for:

- 1. A **tax enquiry**
- 2. An **employer compliance dispute**
- 3. A **VAT dispute**.

Provided that:

**you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see Our agreement, page 57.

### **Tenancy disputes**

A civil dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

## **What is not covered**

### **Employment disputes and compensation awards**

#### **▪ Employment disputes**

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force before:
  - a. any dispute where the originating cause of action arises within the first 90 days of the start of this policy;
  - b. any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the start of this policy and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - c. any note of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy
2. employee internal disciplinary or grievance procedures
3. damages for personal injury
4. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
5. pursuing **your** legal rights.

#### **▪ Compensation awards**

A claim relating to the following:

1. Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;



- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract.
  3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
  4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
  5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

#### ▪ **Service occupancy**

A claim relating to the following:

1. Defending **your** legal rights, other than defending a counter-claim that is an insured incident under this policy

### **Legal defence**

#### ▪ **Criminal pre-proceedings cover**

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
2. investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

#### ▪ **Criminal prosecution defence**

A claim relating to the following:

1. prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

#### ▪ **Data protection**

A claim relating to the following:

1. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
2. a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

## Statutory notice appeals

A claim relating to the following:

1. an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration (please refer to insured incident **Statutory licence appeal**)
2. a statutory notice issued by an **insured person's** regulatory or governing body.

### ▪ Jury service and court attendance

A claim relating to the following:

1. any claim if **you** or the **insured person** are unable to prove the loss.

## Statutory licence appeal

A claim relating to the following:

1. the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

## Contract disputes

A claim relating to the following:

1. a dispute arising from an agreement entered into prior to the start of this policy if the **date of occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
2. (a) a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim  
(b) a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters.  
(c) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters.  
(d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles.

3. a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident **Employment disputes and compensation awards**.)
4. a dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
5. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

### Debt recovery

A claim relating to the following:

1. any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
2.
  - (a) the settlement payable under an insurance policy
  - (b) a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings
  - (c) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters.
  - (d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles.
3. a dispute which arises out of the sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists.
5. any dispute which arises from debts **you** have purchased from a third party.

### Property protection

A claim relating to the following:

1. a contract **you** have entered into (please refer to insured incident **Contract disputes**)
2. physical property which is in transit or which is lent or hired out
3. physical property at premises other than those occupied by **you** unless the physical property is at the premises for the purpose of installations or use in work to be carried out by **you**

4. defending **your** legal rights other than the defence of a counter-claim that is an insured incident under this policy
5. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the **business** of selling motor vehicles).

### Personal injury

A claim relating to the following:

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

### Tax protection

A claim relating to the following:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.
4. any claim relating to import or excise duties and import VAT.

### Tenancy disputes

A claim relating to the following:

1. the negotiation, review or renewal of the lease of tenancy agreement
2. a dispute arising from rent or service charges.

## General exclusions

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

**1. Late reported claims**

A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

**2. Costs we have not agreed**

**Costs and expenses** incurred before **our** expressed acceptance.

**3. Court awards and fines**

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

**4. Legal action we have not agreed**

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

**5. Intellectual property rights**

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

**6. Wilful acts**

Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.

**7. Franchise or agency agreements**

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

**8. A dispute with DAS**

Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy Condition 8.

**9. Shareholding or partnership disputes**

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

**10. Judicial review, coroner's inquest or fatal accident inquiry**

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

**11. Nuclear, war and terrorism risks**

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

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;

- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 12. Bankruptcy

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

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

## 13. Defamation

Any defamation claim brought by or against **you** or an **insured person**.

## 14. Litigant in person

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

# Policy conditions

## 1. Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or tax consultancy as the **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may, if they prefer, choose a law firm or tax expert of their own choice to act as the **appointed representative**. **We** will choose the **appointed representative** to represent the **insured person** in any proceedings where **we** are liable to pay a compensation award.
- c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm** or tax consultancy, **we** will give their choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where

acting on the **insured person's** behalf) is currently £100 per hour. This amount may vary from time to time.

- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## 2. Your responsibilities

An **insured person** must:

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

## 3. Offers to settle a claim

- a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** expressed consent.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for **our** benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

## 4. Assessing and recovering costs

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

## 5. Cancelling an appointed representative's appointment

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

## 6. Withdrawing cover

- a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards **we** have agreed to, up to the date cover was withdrawn.

## 7. Expert opinion

If there is a disagreement between an **insured person** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **insured person** obtains at their own expense an opinion on the matter from an independent and

appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under Policy Condition 8.

## 8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

## 9. Keeping to the policy terms

An **insured person** must:

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

## 10. Cancelling the policy

**You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of **business** between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of **business** between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

## 11. Fraudulent claims

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

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



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

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

## 13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 14. Law that applies

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

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

## Privacy

When you purchase and use a DAS product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

**We** process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at [www.dasinsurance.co.uk/legal/privacy-statement](http://www.dasinsurance.co.uk/legal/privacy-statement). Alternatively you can make a request for a printed copy to be sent to you by contacting [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How to make a complaint

**We** always aim to give you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing our online complaint form at [www.dasinsurance.co.uk/complaints](http://www.dasinsurance.co.uk/complaints)

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we've** been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service

for help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) **or 0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

## About DAS

### Registered Address:

**DAS Legal Expenses Insurance Company Limited | DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

Registered in England and Wales | Company Number 103274 | Website: [www.dasinsurance.co.uk](http://www.dasinsurance.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of **business** and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

## GENERAL EXCLUSIONS

---

The following exclusions apply to all claims and losses under the **Policy**, except for claims and losses under the Employers' Liability section if shown as insured in the **Schedule**.

**We** do not cover any **claim**, loss or liability:

### War

Directly or indirectly due to **War**, including any action taken by a government as a direct consequence of **War**.

### Commotion in Northern Ireland

Directly or indirectly due to civil commotion in Northern Ireland.

### Sonic bangs

Directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

### Irradiation or contamination by nuclear material

Directly or indirectly due to:

- a. Ionising radiation or contamination by radioactivity from any:
  - i. Nuclear fuel or from the combustion of nuclear fuel; or
  - ii. Nuclear waste; or
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### Asbestos

Directly or indirectly due to **Asbestos**.

### Prior circumstances

That have been, or should have been, notified under any other insurance in place before the start of the **Period of Insurance**.

### Virus or hacking

Directly or indirectly due to any **Virus** or hacking. However, this does not apply to any otherwise covered loss, which is caused directly by:

- a. Fire, lightning or explosion.
- b. Aircraft, aerial devices or anything dropped from them.
- c. Riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance.
- d. Earthquake.
- e. Storm, flood or escape of water from any tank, apparatus or pipe.

- f. Impact from any motor vehicle or anything falling from them.
- g. Animals; or
- h. Theft, attempted theft or acts of malicious persons involving physical force or violence.

### Cyber liability

Directly or indirectly due to any **Cyber Loss** or any **business** activity via:

- 1. The internet
- 2. **Your** own website, internet site or web address; or
- 3. The transmission of e-mail, or **documents** by electronic means.

### Electronic risks

Directly or indirectly arising from:

- a. **Damage** to, unavailability of, or loss of **Data**. This includes:
  - i. **Damage** to, or loss or corruption of, **Data**.
  - ii. Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, **Data**.
  - iii. Unauthorised disclosure or transmission of **Data** to any third party.
  - iv. **Damage** or loss arising from the misinterpretation or misuse of **Data**; or
  - v. **Damage** or loss arising from any operator error in relation to **Data**; or
- b. Due to:
  - i. The transmission of a **Virus**.
  - ii. Unauthorised access to a **Computer System**.
  - iii. Interruption of, or interference with, any means of communication used in the conduct of **Your Business**, including any reduction in the performance of any website.
  - iv. The complete or partial failure or inability to perform or function of a **Computer System**; or

### Other insurance

That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

### Confiscation

Directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **Property** by or under the order of any government or public authority.

## Dishonesty

Directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

## High risk work

Directly or indirectly due to work at, or in relation to:

- a. Power stations or nuclear establishments.
- b. Oil, gas or chemical refineries, bulk storage facilities or production premises.
- c. Aircraft.
- d. Watercraft.
- e. Railways or airports.
- f. Underground or underwater locations, piling work or water diversion.
- g. The use of explosives.
- h. Construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- i. The erection or repair of buildings or structures more than 10 metres in height;  
or
- j. Excavation work more than 1 metre in depth, unless disclosed to and accepted by **Us** before the start of the **Policy**.

## GENERAL CONDITIONS

---

The following conditions apply to all claims and losses under the **Policy**.

### Presentation of the risk

Before any cover under this **Policy** can start, renewed or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured.

The presentation must:

- a. Include all material facts which are known, or ought to be known, by **You**, **Your** senior management or anyone arranging the **Policy** on **Your** behalf.
- b. be made following a reasonable search; and
- c. be reasonably clear and accessible.

This is the information that **We** have taken from **You** during the quotation process and any subsequent communication that **We** had where **We** have needed to clarify points, either on the phone or via emails.

### Failure when presenting the risk which is deliberate or reckless

If **You** deliberately or recklessly fail to comply with the obligation under Presentation of the risk above, **We** can avoid the **Policy**. **We** will be entitled to:

- a. Refuse to cover any **claim** under the **Policy** and treat it as if it never came into existence.
- b. Require **You** to repay all payments already made by **Us** under the **Policy**; and
- c. Keep any premium payments **You** have made.

### Failure when presenting the risk which is neither deliberate nor reckless

If **You** fail to comply with the obligation under Presentation of the risk above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

- a. Refused to insure **You**, **We** can avoid the **Policy**. This means **We** will have the rights under a. and b. above, although **We** will return any premium payments **You** have made.
- b. Insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the premium; or
- c. Insured **You**, but charged a higher premium, the amount **We** pay for any **claim** under the **Policy** will be proportionately reduced or **We** will require any additional premium to be paid by **You** prior to settling the **claim**, by reference to the difference between the premium charged and the premium **We** would have charged if **You** had provided a fair presentation.

**We** will apply the following calculation to any proportionate reduction:

(Premium **We** would have charged, minus actual premium charged) X amount of the **claim**. Please note that both b. and c. above can apply at the same time.

### Fraudulent claims

If **You** or anyone acting on **Your** behalf makes a fraudulent **Claim** under this **Policy**, **We**:

- a. Are not liable to pay the **Claim**;
- b. May recover any part of the **Claim** already paid from the relevant **Insured**; and
- c. May by notice to **You** treat this **Policy** as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable to that **Insured** in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other person or entity Insured under this **Policy** that was not implicated in the fraud.

### Change of risk

If during the **Period of Insurance** there are any material changes or additions to the information contained in the presentation of the risk, **You** must let **Us** know as soon as possible. **We** may:

- a. Confirm the **Policy** remains in force with no changes.
- b. Change the terms of the **Policy**, including the premium and any **Excess**; or
- c. Cancel the **Policy** with effect from the date of the material changes or additions if the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote. **We** do not cover any changes to the **Business** unless **You** have told **Us** about them, and **We** have agreed to provide cover.

### Precautions

**You** must at **Your** expense:

- a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **claim** under this **Policy**.
- b. Ensure that all **Property** covered under the **Policy** is maintained in a good state of repair.
- c. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties.
- d. Comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of **Property** and people.
- e. Take all reasonable precautions to prevent unauthorised use of or access to **Your** records, **Computer System** and website; and
- f. Ensure all **Data** is backed up.

**We** do not cover any **claim**, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the **claim** or loss arising.

### Premium payment

**We** will not make any payment under the **Policy** unless all due premium payments, including any premium instalment payments, have been paid.

### Cancellation by You

**You** can cancel this **Policy** at any time. **We** will return any premium **You** have paid that relates to the period after the effective date of cancellation, provided **You** have not made a **claim** under the **Policy**.

### Cancellation by Us

**We** can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email after **We** have tried to contact **You** by email or phone. Where **You** have failed to pay **Your** premium, or any instalment of the premium, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the instalment was due to be paid and **You** will have no cover under this **Policy** for the period after that date. **We** will return any premium **You** have paid that relates to any period after the date the cancellation takes effect.

### Rights of third parties

Save as provided by this **Policy**, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

### Interests of third parties

Where **You** are required under any mortgage, lease, hire or hire purchase agreement to include the interest of any third party under this **Policy**, **We** will note the interest of such third party provided **You** tell **Us** about their interest as soon as possible.

### Governing law and jurisdiction

Unless agreed otherwise in writing:

- a. The **Policy** will be governed by the laws; and
- b. All disputes relating to the **Policy** shall be submitted to the exclusive jurisdiction;

of the courts, of the country within the **Territorial Limits** where **You** are based.

### Excess for claims under more than one section

If any single act, incident or event gives rise to cover under more than one section of the **Policy**, **You** will only be liable to pay for one **Excess**, being the highest that applies.

**We** can deduct the **Excess** from any claims payment.



### Compulsory insurance

If the Employers' Liability section is shown as insured in the **Schedule**, these Common Conditions apply subject to the laws and regulations relating to the compulsory insurance of liability to **Employees** in the country within the **Territorial Limits** where **You** are based. **You** must repay to **Us** any amounts **We** are required by such legislation to pay in respect of any **claim** which **We** would not otherwise have had to pay as a result of a breach of any of these Common Conditions.

### Arbitration

If there is a dispute between **You** and **Us** as to the amount to be paid if there is a **claim** (where **We** agree the **claim** is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

## CLAIMS CONDITIONS AND PROCEDURE

---

If **You** need to make a claim under the **Policy**, the following **Claims Conditions** apply, except for claims under the Employers Liability or Legal Expenses sections, if shown as insured in the **Schedule**.

### Notification

1. **You** must give **Us** notice as soon as possible:
  - a) and in any event within 14 days of any claim against **You** or anything that is likely to lead to a claim against **You**; or
2. of any other act, incident or event that could lead to a claim under the **Policy**. If **You** do not, **We** will not cover the claim.
  - b) When providing Your notification, please use the following contact details:  
[claims@admiralbusiness.com](mailto:claims@admiralbusiness.com)

**Telephone** - 02038087099

### Informing the Police

**You** must notify the Police immediately in the event of any **claim** under the **Policy** arising from:

- a. Vandalism.
- b. Theft or attempted theft; or
- c. Loss of money.

If **You** do not, **We** will not cover any **claim** connected to the incident.

### Information

**You** must let **Us** have at **Your** expense, any information and assistance that **We** reasonably require in relation to any **claim** under the **Policy**.

### No admissions

In respect of any **claim** against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

### Recoveries

**You** must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the **claim** or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

### Defence of claims

For any **claim** against **You** that is covered under the **Policy**, **We** have the right to:

- a. Conduct the defence of the **claim**.
- b. Instruct legal advisors or other suitable experts; and
- c. Agree a settlement of the **claim**.

### Maximum payment

The most **We** will pay for any **claim** under the **Policy** is the amount of cover shown in that section or sum insured shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that **claim** or loss, including in the defence of any **claim**.

### Value Added Tax

Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

### Non-compliance with conditions

Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or **damage** has increased as a result of **Your** failure to comply with the condition.

### Legal representative appointed by us

Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that taking such action has a reasonable prospect of success, taking into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the **claim**.

## COMPLAINTS PROCEDURE

---

### Complaints & Enquiries

We are fully committed to giving You a first-class level of service. But if You ever feel like We have fallen short of the mark, please address Your concerns or complaints to:

**Complaint Manager,  
Admiral Business  
Able Insurance Services Limited,  
Ty Admiral, David Street,  
Cardiff, United Kingdom,  
CF10 2EH.**

Tel: 02038087099

Email: [complaints@admiralbusiness.com](mailto:complaints@admiralbusiness.com)

If We have given You Our final response but You are still unhappy, or more than 8 weeks have passed since We received Your original complaint, you may be eligible to refer Your complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial  
Ombudsman, Service  
Exchange Tower  
London E14 9SR

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

Tel: 0800 0 234 567 or: 0300 123 9 123

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

### Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if We cannot meet Our obligations under the Policy, depending on the type of business and the circumstances of the claim. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the claim. For other classes of insurance, the advising and arranging of insurance is covered for 90% of the claim. There is no upper limit in either case.

You can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation  
Scheme

10th Floor Beaufort House

15 St Botolph Street

London, EC3A 7QU

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

0800 678 1100 or 020 7741 4100

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