



Optima Trade & Professional

Policy

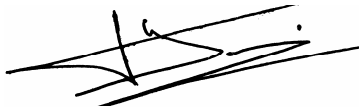
# OPTIMA TRADE AND PROFESSIONAL POLICY

The **INSURED** has applied for this insurance to Groupama Insurance Company Limited (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

Signed for and on behalf of  
Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
Groupama House  
24-26 Minories  
London  
EC3N 1DE

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS.

IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR BROKER OR INTERMEDIARY WHO WILL BE PLEASED TO HELP.

THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM.

# CONTENTS

	Page number
OUR CUSTOMER CARE POLICY	3-4
LEGAL HELPLINE	5
DEFINITIONS	6-7
PUBLIC LIABILITY INSURANCE SECTION	8-16
EMPLOYERS LIABILITY INSURANCE SECTION	17-19
TAX & PROPERTY PROTECTION INSURANCE SECTION	20
EMPLOYMENT & PROSECUTION PROTECTION SECTION	21-22
TOOLS AND TRANSIT INSURANCE SECTION	23-25
GENERAL CONDITIONS	26-29
GENERAL EXCLUSIONS	30

# OUR CUSTOMER CARE POLICY

Groupama Insurances is committed to delivering the highest standards of customer care. We are always interested in your feedback and you can contact us on the following telephone number – or via email. Telephone calls may be recorded.

Claims  
Commercial Insurances Claims Centre Manager  
Commercial Claims Centre  
Third Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JN

Telephone 0870 600 2123  
Fax 0870 600 2102  
E-mail [smeclaims@groupama.co.uk](mailto:smeclaims@groupama.co.uk)

Policy Administration and Documentation  
Operations Manager  
Groupama House  
60 Spring Gardens  
Manchester  
M60 1HU

Telephone 0870 850 0123  
Fax 0870 850 0885  
E-mail [sme@groupama.co.uk](mailto:sme@groupama.co.uk)

## **Our Commitment to You**

- We will make sure all the information we give you will be clear, fair and accurate.
- We will always try to be fair and reasonable whenever you need the protection of this policy.
- We will also act promptly to provide that protection.

## **If things go wrong**

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances, we promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction, then please write to our Chief Executive Officer at:

Groupama Insurances  
Groupama House  
24-26 Minories  
London  
EC3N 1DE

Telephone 0870 850 8510  
Fax 020 7264 2860

## **OUR CUSTOMER CARE POLICY (continued)**

### **Financial Ombudsman Service**

If you are still unhappy following receipt of our final response you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is

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

Tel 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m)

### **Financial Services Compensation Scheme**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we are unable to meet our obligations. Full details are available from the FSCS.

If you take any of the action mentioned above it will not affect your right to take legal action.

## **LEGAL HELPLINE**

The policyholder has access to Abbey Legal Protection Ltds 24 hour telephone legal helpline on any legal problem in connection with their business. The advice provided is confidential and impartial and is given without charge and can be confirmed in writing. If you require advice the telephone number is 0870 908 0793 quoting ALP 1080 as the reference number.

The Legal Helpline is not empowered to give advice on the admissibility of any claim under the Policy. In the interests of monitoring the quality of legal advice given conversations may be recorded.

The Legal Helpline has been arranged for the benefit of policyholders and does not form part of any contractual relationship between the policyholder and Groupama Insurance Company Limited.

# DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Policy

## **AWARDS OF COMPENSATION**

means Basic and Compensatory Awards made against the **INSURED** by an Industrial Tribunal or settlement thereof agreed in conciliation proceedings subject to the **COMPANYS** consent but not Special Awards or Interim Relief Payments or arrears of pay or awards of damages under the Equal Pay Act 1970 (as may be amended or consolidated from time to time) or arising out of failure to comply with awards in respect of reinstatement or re-engagement

## **COMPANY**

means the Groupama Insurance Company Limited

## **CONTRACT**

means any contract or agreement for the performance of work in connection with the **TRADE or BUSINESS**

## **DIRECTOR**

means a director of the **INSURED** where the **INSURED** is a Limited Company

## **EMPLOYEE**

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**

whilst working for the **INSURED** in the course of the

## **TRADE or BUSINESS**

This definition is not applicable to the Employment Protection Insurance Section which has its own definition of **EMPLOYEE** applicable to that Section only

## **EXCESS**

means the amount to be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

## **FEES AND EXPENSES**

means any professional fees expenses and other disbursements reasonably incurred on behalf of the **INSURED** with the **COMPANYS** written consent

## **INJURY**

means bodily injury death illness disease or shock causing bodily injury

## **INSURED**

means the person or persons or corporate body named in the Schedule and includes

- (1) the legal personal representatives in the event of the **INSUREDS** death in respect of liability incurred by the **INSURED**
- (2) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

## **OFFSHORE**

means as from the time when the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

## **PARTNER**

means a partner of the **INSURED** where the **INSURED** is a partnership

## **POLLUTION or CONTAMINATION**

means

- (1) all **POLLUTION** or **CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION** or **CONTAMINATION** arising from **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES**

## DEFINITIONS (continued)

### PRINCIPAL

means any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a **CONTRACT**

### PROCEEDINGS

means civil or criminal tribunal legal proceedings or appeals arising therefrom

### PRODUCT

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **TRADE or BUSINESS** and not within the custody of the **INSURED**

### PROPOSAL

means any signed proposal form and declaration or any Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

### POLLUTING or CONTAMINATING or SEEPING

**SUBSTANCES** means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

### REMEDIATION

includes "remediation" under the Environment Act 1995

### TAX INVESTIGATION

means a full enquiry by Her Majesty's Revenue and Customs into the **INSUREDS** self assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which includes a request to examine all the business books and records of the **INSURED**

Where the **INSURED** is a Limited Company and prior to the introduction of self assessment for Limited Companies

**TAX INVESTIGATION** shall mean any non-routine

investigation into the **INSUREDS** corporation tax return by the Inspector of Taxes where there is an expression of dissatisfaction with the corporation tax accounts which results in an examination of all the business books and records of the **INSURED**

### TERRITORIAL LIMITS

means

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world (excluding USA and Canada) in respect of **INJURY** or **DAMAGE** caused by or arising from non-manual activities of any **DIRECTOR PARTNER** or **EMPLOYEE** normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **TRADE** or **BUSINESS**

### TOOLS OF TRADE

Portable hand tools (including power driven portable hand tools) ladders and office equipment (including mobile telephones and computer equipment) and vehicular satellite navigation equipment used in connection with the **TRADE or BUSINESS** the property of the **INSURED** and / or **EMPLOYEES** or hired in for which the **INSURED** and / or **EMPLOYEES** are responsible under a written contract of hire

### TRADE or BUSINESS

means only the **TRADE** or **BUSINESS** specified in the Schedule and includes

- (1) the provision and management for the benefit of the **INSURED** or **EMPLOYEES** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the premises from which the **TRADE** or **BUSINESS** is conducted
- (3) the performance of private duties by **EMPLOYEES** at the request of the **INSURED** or any **DIRECTOR** or **PARTNER**

# PUBLIC LIABILITY INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE** or **BUSINESS** during the Period of Insurance

## LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed in the aggregate Limit of Indemnity stated in the Schedule in any one Period of Insurance

## DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (a) the Limit of Indemnity (less any amounts already paid as damages) or
- (b) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

## EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

The **COMPANY** will not be liable for

### 1 EXCLUDED LOCATIONS

*liability arising in connection with work on or in*

- (a) *docks harbours or railways*
- (b) *watercraft or offshore gas or oil installations*
- (c) *chemical or petrochemical works oil or gas refineries or storage facilities*
- (d) *aircraft airports or airfields*
- (e) *collieries mines or quarries*
- (f) *power stations*
- (g) *any installation where nuclear processing is undertaken*

### 2 DEFECTIVE GOODS

*the cost of recalling repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship*

### 3 LIABILITY UNDER AN AGREEMENT

*liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7*

### 4 FAULTY DESIGN

*liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the **INSURED***

### 5 FINES OR PENALTIES

*fines penalties punitive exemplary aggravated liquidated or multiple damages*

### 6 INJURY TO EMPLOYEES

*liability for **INJURY** to any **DIRECTOR PARTNER** or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED***

### 7 OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

## PUBLIC LIABILITY INSURANCE SECTION

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **8 PROPERTY IN INSURED'S CUSTODY**

*liability for or arising out of loss of or damage to material property*

- (i) in the custody or control of or owned by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***
- (ii) being worked on by or on behalf of the **INSURED** if loss or damage is as a direct result of such work*

*other than*

- (a) personal effects of **DIRECTORS PARTNERS** or **EMPLOYEES***
- (b) premises including their contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon*

#### **9 POLLUTION**

*liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance  
Provided that*

- (a) all **POLLUTION** or **CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*
- (b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION** or **CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit of Indemnity stated in the Schedule*

*but in no event shall this Policy cover any liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** in the United States of America or Canada*

# PUBLIC LIABILITY INSURANCE SECTION

## **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### **10 VEHICLES AND CRAFT**

*liability arising out of the ownership possession or use of any*

- (a) mechanically propelled vehicle including anything attached to it
  - (i) used in circumstances where insurance or security is required by law*
  - (ii) where indemnity is provided by any other policy or security**
- (b) watercraft hovercraft or aircraft*

### **11 PROPERTY DAMAGE EXCESS**

*the first £250 of any claim for loss of or damage to property*

### **12 DATE RECOGNITION/DISCONTINUITY**

*liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the **INSURED** or not and whether occurring before during or after the year 2000*

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

## PUBLIC LIABILITY INSURANCE SECTION

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **13 LOPPING TOPPING OR FELLING OF TREES**

*liability caused by or arising out of*

- (a) lopping topping or felling of trees*
- (b) any pruning of trees shrubs or bushes above 3 metres in height*
- (c) any use of explosives*
- (d) crop spraying*

#### **14 ALARM AND SECURITY INSTALLATIONS**

*liability arising out of or in consequence of*

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

## PUBLIC LIABILITY INSURANCE SECTION

### **EXCLUSIONS – continued**

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

#### **15 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This exclusion shall not apply in respect of such removal or disposal provided that*

*1 such activity does not form part of the **INSUREDS** usual **TRADE** or **BUSINESS** or contract and*

*2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*

*3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*

*4 an HSE licensed asbestos removal contractor is employed if legally required*

*(a) to make safe the area in which the discovery is made as soon as is practicable*

*(b) who has Employers Liability and Public Liability insurances in force*

*(i) that provide Limits of Indemnity no less than those stated in the Schedule and*

*(ii) that do not exclude the work to be carried out*

#### **16 MOULD**

*liability arising out of mould or toxic mould*

# PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

## 1 CROSS LIABILITIES

If more than one person is named in the Schedule as the **INSURED** the **COMPANY** will indemnify each person as though a separate Policy had been issued to each person and the **COMPANY** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

## 2 LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Limit of Indemnity Limit legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission

which may be the subject of indemnity under this Section

## 3 DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** or **DAMAGE** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **INSURED** for purposes pertaining to the **TRADE** or **BUSINESS** and since disposed of by the **INSURED**

The **COMPANY** will not be liable under this Extension

- (a) for **INJURY** or **DAMAGE** happening prior to the disposal of the premises
- (b) for the costs of remedying any defect or alleged defect in the premises disposed of
- (c) if the **INSURED** is entitled to indemnity from any other source

## 4 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of any person other than a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

## PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy

### 5 MOTOR CONTINGENT LIABILITY

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use by any **EMPLOYEE** for the purposes of the **TRADE** or **BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of

- (a) indemnifying any party other than the **INSURED**
- (b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
- (c) **INJURY** or **DAMAGE** arising while such vehicle is being driven by the **INSURED** or any **PARTNER** or **DIRECTOR**
- (d) legal liability where indemnity is provided under any other insurance or security
- (e) **INJURY** to any **EMPLOYEE**
- (f) **INJURY** or **DAMAGE** occurring outside any country within the European Union

### 6 LEASED AND RENTED PREMISES

The **COMPANY** will indemnify the **INSURED** against legal liability for loss or damage to premises hired to or rented to the **INSURED** for the purpose of the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such loss or damage caused otherwise than by fire or explosion
- (b) liability for loss or damage assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such agreement

### 7 CONTRACTUAL LIABILITY

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

The **COMPANY** will not be liable for

- (a) liquidated damages fines or penalties
- (b) **DAMAGE** to material property against which the **INSURED** is required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
- (c) **DAMAGE** to material property brought on to any site of contract or place of work for the purpose of such contract or work
- (d) liability arising from **PRODUCTS** supplied under a contract of sale

### 8 MECHANICAL PLANT AS TOOL OF TRADE

The **COMPANY** will indemnify the **INSURED** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS** but not in respect of any liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) if indemnity is provided under any other insurance or security
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

## PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms Conditions and Exclusions of the Policy

### 9 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

### 10 COURT ATTENDANCE COMPENSATION

The In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- (a) any **DIRECTOR** or **PARTNER** £250
- (b) any **EMPLOYEE** £150

### 11 DATA PROTECTION ACT 1998

The **COMPANY** will indemnify the **INSURED** against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the **TRADE or BUSINESS**
- (b) the **INSURED** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

The **COMPANY** will not be liable for

- (i) liability arising from
  - (a) the processing of data for reward
  - (b) the determining of the financial status of a person
  - (c) a deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** from which liability could reasonably be expected by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** having regard to the nature and circumstances of such act or omission
  - (d) any agreement which would not have attached in the absence of such agreement
  - (e) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in excess of the Limit of Indemnity stated in the Schedule

# PUBLIC LIABILITY INSURANCE SECTION - CONDITIONS

These Conditions apply in addition to the General Conditions

## 1 HEAT EQUIPMENT PRECAUTIONS

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

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

## 2 BITUMASTIC PRODUCTS PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that

- (a) bitumastic products are not heated in or on any building
- (b) vessels for heating bitumastic products are continuously attended whilst heating is taking place

## 3 FLAMMABLE SOLVENT PRECAUTIONS

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

- (a) smoking must not take place
- (b) no item for the application or supply of heat must be used
- (c) prior to commencement of work the site of work must be checked by the **INSURED** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained at the site of work

## 4 UNDERGROUND SERVICES PRECAUTIONS

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

## 5 BONA FIDE SUBCONTRACTORS

It is a condition precedent to the liability of the **COMPANY** in respect of work carried out for the **INSURED** or on the **INSUREDS** behalf by any Bona Fide subcontractor that

- (a) payments to Bona Fide subcontractors do not exceed 25% of the **INSUREDS** annual turnover
- (b) the **INSURED** shall check prior to their appointment that such Bona Fide subcontractor holds current Public Liability insurance appropriate to the work to be carried out
- (c) in the event of a claim in relation to work carried out by any Bona Fide subcontractor the **INSURED** shall provide documentary evidence of the Public Liability insurance held by such Bona Fide subcontractor at the time of their appointment to carry out the work

# EMPLOYERS LIABILITY INSURANCE SECTION

The Employers Liability Insurance Section is operative only if a Limit of Indemnity is shown for Employers Liability in the Schedule

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses in respect of **INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE** or **BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for all legal costs and expenses incurred with its written consent

- (a) in defence of any claims
- (b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

## LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

## DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims

## EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### 1 PASSENGER LIABILITY

***INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **TERRITORIAL LIMITS***

### 2 OFFSHORE

*liability arising out of any work undertaken and/or visit **OFFSHORE***

### 3 EXCLUDED LOCATIONS

***INJURY** arising in connection with work on or in*

- (a) docks harbours or railways*
- (b) watercraft or offshore gas or oil installations*
- (c) chemical or petro chemical works oil or gas refineries or storage facilities*
- (d) aircraft airports or airfields*
- (e) collieries mines or quarries*
- (f) power stations*
- (g) any installation where nuclear processing is undertaken*

### 4 LOPPING TOPPING OR FELLING OF TREES

*liability caused by or arising out of*

- (a) lopping topping or felling of trees*
- (b) any pruning of trees shrubs or bushes above 3 metres in height*
- (c) any use of explosives*
- (d) crop spraying*

## EMPLOYERS LIABILITY INSURANCE SECTION (continued)

### **EXCLUSIONS**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### **5 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This exclusion shall not apply in respect of such removal or disposal provided that*

- 1 such activity does not form part of the **INSUREDS** usual **TRADE** or **BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required*
  - (a) to make safe the area in which the discovery is made as soon as is practicable*
  - (b) who has Employers Liability and Public Liability insurances in force*
    - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
    - (ii) that do not exclude the work to be carried out*

# EMPLOYERS LIABILITY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

## 1 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

## 2 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

## 3 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE** or **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

- (a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the damages and costs remaining unsatisfied  
Provided that
  - (i) there is no appeal outstanding
  - (ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

## 4 COURT ATTENDANCE COMPENSATION

The **COMPANY** will indemnify the **INSURED** in the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- (a) any **DIRECTOR** or **PARTNER** £250
- (b) any **EMPLOYEE** £150

# TAX & PROPERTY PROTECTION INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against **FEES AND EXPENSES**

- (a) in respect of a **TAX INVESTIGATION** into the **INSUREDS** tax liability being carried out by an officer of Her Majesty's Revenue and Customs during the Period of Insurance
- (b) in pursuit of **PROCEEDINGS** against a Third Party (other than **EMPLOYEE** or former **EMPLOYEE**) following an act or omission occurring during the Period of Insurance relating to property owned by the **INSURED** which results in or is likely to result in
  - (i) physical damage to that property and/or
  - (ii) pecuniary loss to the **INSURED**

## LIMIT OF LIABILITY

The maximum liability of the **COMPANY** payable under this Section is £25,000 per **TAX INVESTIGATION** or **PROCEEDINGS** and limited to £50,000 in the aggregate in the Period of Insurance

## SPECIAL CONDITION

This applies in addition to the General Conditions

### COMPANYS CONSENT

The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing. This consent will be given if the **INSURED** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **INSURED**. The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred. In all cases the **INSURED** will be advised of the granting or refusal of the **COMPANYS** consent.

## EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

The **COMPANY** will not be liable for

- 1 any **FEES AND EXPENSES** incurred before the **COMPANYS** consent has been given
- 2 any cause event or circumstance occurring prior to the first Period of Insurance under this Policy
- 3 any liability for the costs of a **TAX INVESTIGATION**
  - (a) if at the end of the **TAX INVESTIGATION** the **INSURED** is assessed to tax on profits in any year which are more than 15% greater than the profits the **INSURED** had declared before the investigation started or found to have overstated losses in any year by over 15% more than the losses the **INSURED** had declared before the investigation began
  - (b) which arises out of the **INSUREDS** accounts or returns having been submitted to Her Majesty's Revenue and Customs in a penalty position under the auspices of the Taxes Management Act 1970 or the Finance Act 1998 or which arises out of the **INSURED** not maintaining accurate truthful and up-to-date records
- 4 the cost of **PROCEEDINGS** in respect of any claim
  - (a) arising from a contract made between the **INSURED** and a third party
  - (b) arising from a lease or licence to occupy land or property and disputes relating to the occupation of land or property owned by the **INSURED** by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on behalf of the **INSURED**
  - (c) involving goods in transit or good hired or lent to third parties or goods at premises other than those occupied by the **INSURED**
  - (d) involving a motor vehicle belonging to or in the possession of the **INSURED**
  - (e) arising from an appeal against refusal of planning permission
  - (f) first notified to the **COMPANY** more than 180 days after the termination of this insurance or after the **INSURED** has ceased trading

# EMPLOYMENT & PROSECUTION PROTECTION SECTION

The Employment & Prosecution Protection Insurance Section is only operative if a premium is shown in the Schedule for Employers Liability

## 1 EMPLOYMENT PROTECTION

The **COMPANY** will indemnify the **INSURED** against **FEES AND EXPENSES** incurred in defending any claim or **PROCEEDINGS** made brought or commenced and notified during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS** following a dispute with an **EMPLOYEE** which arises out of or relates to his contract of employment with the **INSURED** or a breach of employment related legislation. The **COMPANY** will also indemnify the **INSURED** against **AWARDS OF COMPENSATION** in connection with such claim or **PROCEEDINGS**. Provided that in all circumstances the **INSURED** has sought the advice of the **LEGAL HELPLINE** before dismissing an **EMPLOYEE** or changing an **EMPLOYEE'S** contract of employment or if the **INSURED** receives a complaint from an **EMPLOYEE** regarding their contract of employment or any other circumstance which may give rise to a claim as to the procedure to be adopted and has acted on all such advice with due diligence.

### LIMIT OF INDEMNITY (EMPLOYMENT PROTECTION)

The maximum liability of the **COMPANY** payable under this Section is £25,000 per dispute and limited to £100,000 in the aggregate in the Period of Insurance.

### SPECIAL CONDITION - COMPANY'S CONSENT

This applies in addition to the General Conditions. The **COMPANY'S** consent to incur **FEES AND EXPENSES** must be obtained in writing. This consent will be given if the **INSURED** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **INSURED**. The **COMPANY'S** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred. In all cases the **INSURED** will be advised of the granting or refusal of the **COMPANY'S** consent.

### SPECIFIC DEFINITION

For the purposes of the Employment Protection Insurance only **EMPLOYEE** means only any person under a contract of service or apprenticeship with the **INSURED**.

## EXCLUSIONS

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable*

- 1 for any **FEES AND EXPENSES** incurred before the **COMPANY'S** consent has been given*
- 2 in respect of any cause event or circumstance occurring prior to or within the first 90 days of the first Period of Insurance under this Policy*
- 3 to pay any fine award or damages incurred*
- 4 to pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service*

## EMPLOYMENT & PROSECUTION PROTECTION SECTION (continued)

### 2 PROSECUTION DEFENCE FOR EMPLOYEES

The **COMPANY** will indemnify an **EMPLOYEE** (including **DIRECTORS** and Officers) against **FEES AND EXPENSES** incurred in the defence of **PROCEEDINGS** arising from any act or omission or alleged act or omission which leads to prosecution of the **EMPLOYEE** in a court of criminal jurisdiction in respect of any matter arising out of his duties as an **EMPLOYEE** of the **INSURED** in the **TRADE or BUSINESS**

#### LIMIT OF LIABILITY (PROSECUTION DEFENCE FOR EMPLOYEES)

The maximum liability of the **COMPANY** payable under this Section is £25,000 per dispute and limited to £50,000 in the aggregate in the Period of Insurance

#### SPECIAL CONDITION - COMPANYS CONSENT

This applies in addition to the General Conditions. The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing. This consent will be given if the **EMPLOYEE** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **EMPLOYEE**. The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred. In all cases the **EMPLOYEE** will be advised of the granting or refusal of the **COMPANYS** consent.

#### SPECIFIC DEFINITION

For the purposes of Prosecution Defence for Employees only **EMPLOYEE** means only any person under a contract of service or apprenticeship with the **INSURED**

### EXCLUSIONS

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable for*

- 1 any claim arising from deliberate discrimination by an **EMPLOYEE** (including **DIRECTORS** and officers) amounting to an act of unlawful discrimination*
- 2 fines or other penalties that the **INSURED** or any **DIRECTOR** or **EMPLOYEE** is ordered to pay by a court of criminal jurisdiction*
- 3 any claim arising from a motor prosecution*
- 4 any claim arising from a prosecution of the **INSURED** or any **DIRECTOR** or **EMPLOYEE** alleging
  - (i) intentional obstruction by the **INSURED** of a person in the execution of a warrant issued under the Data Protection Act 1998*
  - (ii) failure by the **INSURED** to give a person executing such a warrant such assistance as he reasonably requires for its execution**
- 5 any claim arising from an incident unconnected with the normal activities of the **INSURED'S TRADE or BUSINESS***
- 6 any claim for **PROCEEDINGS** commenced prior to the inception date of this policy*

## TOOLS AND TRANSIT INSURANCE SECTION

The Tools and Transit Insurance Section is only operative if a premium is shown in the Schedule for the Tools and Transit Insurance Section

The **COMPANY** will indemnify the **INSURED** against loss or damage occurring within the **TERRITORIAL LIMITS** during the Period of Insurance to

- (a) **TOOLS OF TRADE** for an amount not exceeding £1500 any one occurrence or series of occurrences attributable to one original cause or source
- (b) materials and other goods for incorporation in the **CONTRACT** the property of the **INSURED** or held by the **INSURED** in trust or on commission being carried by the **INSUREDS** motor vehicle(s) for an amount not exceeding £1500 any one occurrence or series of occurrences attributable to one original cause or source

### **EXCLUSIONS**

*These apply in addition to the General Exclusions*

*The **COMPANY** will not be liable for*

- (1) *loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery*
- (2) *loss of or injury to livestock*
- (3) *loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or the carriage of explosives mechanical or electrical breakdown or failure*
- (4) *theft from open sided or open backed vehicles/trailers*
- (5) *theft of any mobile telephone or computer (including parts equipment and accessories) or computer software from an unattended motor vehicle or trailer unless*
  - (a) *such property is secured in a locked boot or locked glove box within the vehicle and*
  - (b) *such theft results from forcible and violent entry into a securely locked motor vehicle*
- (6) *theft from any unattended motor vehicle and/or trailer between the hours of 20.00 and 07.00 unless the vehicle or trailer*
  - (a) *is in a securely locked garage or*
  - (b) *has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Vehicle Security Installation Board accredited installer Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle*
- (7) *loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle*
- (8) *any consequential losses or any costs of replacing or reinstating data or re-writing documents*
- (9) *the first £200 for each and every loss in respect of loss of or damage to computers or to computer equipment accessories parts or software*
- (10) *the first £100 of each and every loss in respect of loss of or damage to glass or non-ferrous metals*
- (11) *the first £50 of each and every loss in respect of all other losses*

# TOOLS AND TRANSIT INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

## 1 ALTERNATIVE ACCOMMODATION

If premises normally occupied by the **INSURED** as the main or sole premises for the purpose of the **TRADE or BUSINESS** cannot be occupied by the **INSURED** as a direct result of **DAMAGE** to such premises during the Period of Insurance caused by Fire Explosion Storm or Flood the **COMPANY** will pay the cost of equivalent temporary alternative accommodation for a period of up to 12 months and for an amount not exceeding £500 for each month and £6,000 in total

The **COMPANY** will not be liable under this extension for costs arising from

- (a) damage or destruction caused to gates fences or any moveable property in the open
- (b) damage or destruction caused by frost subsidence ground heave or landslip
- (c) the first 7 days of such alternative accommodation

### Savings

The amount payable by the **COMPANY** for Alternative Accommodation shall be reduced by all and any charges or expenses to the **TRADE or BUSINESS** which cease or reduce in consequence of the **DAMAGE** to or unoccupancy of the damaged premises

### Private Dwelling Houses

If the **INSURED** partly occupies a private dwelling house as the sole or main premises for the purpose of the **TRADE or BUSINESS** the **COMPANY** will pay only that part or proportion of any cost of Alternative Accommodation which relates to occupation for the purpose of the **TRADE or BUSINESS** in the event of **DAMAGE**

## TOOLS AND TRANSIT INSURANCE SECTION - CONDITIONS

To the extent these conditions are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy they are deemed to be conditions precedent to the liability of the **COMPANY** and apply in addition to the General Conditions

- (1) All losses involving theft or disappearance shall be reported immediately to the police
- (2) The **INSURED** shall provide all help assistance and cooperation required by the **COMPANY** in connection with any claim
- (3) The **COMPANY** shall be entitled
  - (1) on the happening of any **DAMAGE** to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the **COMPANY**
  - (2) to indemnify the **INSURED** by
    - (a) payment of the amount of the loss or
    - (b) a replacement or repair of the property or any part thereof insofar as it is practicable to do so and the **INSURED** shall at no cost to the **COMPANY** produce such plans documents books and information as the **COMPANY** may reasonably require
- (4) If at the time of any **DAMAGE** to Property there is any other insurance covering the same property the **COMPANY** shall not be liable for more than its rateable proportion of any claim for such **DAMAGE**

# GENERAL CONDITIONS — applicable to all sections of the Policy

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy deemed to be conditions precedent to the liability of the **COMPANY**

## 1 OBSERVANCE OF POLICY TERMS

The **INSURED** will observe and fulfil the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

## 2 REASONABLE PRECAUTIONS

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

## 3 ALTERATION OF TRADE OR BUSINESS OR NUMBER OF PERSONS WORKING

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **TRADE** or **BUSINESS** which may increase the risk of **INJURY** or loss or damage including any alteration in the maximum number of persons stated in the Schedule working in the **TRADE** or **BUSINESS**

## 4 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim under this Policy will be entitled to

- (a) undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSUREDS** name to mitigate the loss
- (b) pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - (i) the Limit of Liability of the appropriate Section or
  - (ii) such lesser amount for which the claim or claims may be settled

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

This paragraph (b) does not apply to the Employers Liability Insurance Section or the Public Liability Insurance Section

## 5 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to liability under this Policy the **INSURED** will

- (a) immediately notify the **COMPANY** and provide such written information or details as may be required
- (b) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim

## 6 CLAIMS - CO-OPERATION

The **INSURED** will provide all help assistance and co-operation required by the **COMPANY** in connection with any claim

## 7 PAYMENT OF PREMIUM

- (a) The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (b) If the Premium for the Policy is paid through the **COMPANYS** credit scheme
  - (i) it is a condition precedent to the **COMPANYS** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
  - (ii) in the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
  - (iii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

## GENERAL CONDITIONS — applicable to all sections of the Policy

### 8 PAYMENT OF CLAIMS

In the event of a claim being made under a Policy the Premium for which is paid through the **COMPANY'S** credit scheme the **COMPANY** may avail itself of the Terms and conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

### 9 NON CONTRIBUTION

This Policy does not cover any liability for which indemnity is recoverable under any other policy except for an amount in excess of that recoverable thereunder

### 10 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **EMPLOYEES** within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

### 11 MISDESCRIPTION

The Policy will be voidable in the event of non-disclosure of any material information or fact or misrepresentation or misdescription

### 12 VALUE ADDED TAX

If the **INSURED** is registered for VAT the **COMPANY** will not pay the VAT element of any **FEES AND EXPENSES** bills

### 13 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to the contract however English Law shall apply unless otherwise agreed in writing by the **COMPANY** Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation

of this Policy will be governed by and construed in accordance with English Law and the **INSURED** will submit such dispute or difference to the exclusive jurisdiction of the English Courts

### 14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- (a) This Policy is a contract solely between the **COMPANY** (which term in this Condition shall include Underwriter or Insurer) and the **INSURED** (which term in this Condition shall include **ASSURED**) or **INSUREDs** specifically named in the Policy Schedule. It is not intended to confer any contractual rights on any other person (which term in this Condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing. The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition
- (b) Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Policy Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy
- (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind cancel or avoid the Policy
- (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy

## GENERAL CONDITIONS —applicable to all sections of the Policy

- (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy
- (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Policy Schedule
- (c) Any right of the **COMPANY** to rescind cancel or vary this policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Policy Schedule Such notice shall be deemed to be notice to any person having contractual rights under the Policy
- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANYs** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Policy Schedule was the only person entitled to contractual rights under the Policy
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy
- (f) All other terms and exclusions of the Policy shall remain in full force and effect

### 15 COOLING OFF PERIOD

If the **INSURED** decides not to proceed with this insurance within fourteen days of receipt of the Policy documents the **COMPANY** will refund any premium and tax the **INSURED** has paid subject to

- 1 the **INSURED** notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the policy

### 16 CANCELLATION

The **COMPANY** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **INSUREDS** address last known to the **COMPANY** and in such event the **COMPANY** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The **INSURED** may cancel this Policy at any time by giving the **COMPANY** written notice and in such event the **COMPANY** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the **COMPANY**

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

## **GENERAL CONDITIONS — applicable to all sections of the Policy**

### **17 ARBITRATION**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **COMPANY**

# GENERAL EXCLUSIONS — applicable to all sections of the Policy

*This Policy does not cover*

## **1 NUCLEAR RISKS**

- (a) *loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss*
- (b) *any legal liability of whatsoever nature*

*directly or indirectly caused by or contributed to by or arising from*

- (i) *ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
- (ii) *the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof*

*This General Exclusion does not apply to the Employers Liability Section*

## **2 WAR RISKS**

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

*This General Exclusion does not apply to the Employers Liability Insurance Section*

## **3 TERRORISM**

*legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by resulting from or in connection with*

- (i) *any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
- (ii) *any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM*

*except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees*

*For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear*

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

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