



Tradesman

Policy Wording

Welcome

Welcome to Bspoke Commercial

Thank You for selecting Bspoke Commercial Limited. We are confident your trust is well placed and are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the information you need to know about the cover, please read the wording in full and make sure you are happy with the cover provided and that it meets your requirements.

About Bspoke Commercial Limited

A specialist commercial MGA, Bspoke Commercial's operating style is to develop products according to the requirements outlined by you and demanded by our brokers. We provide insurance solutions for a range of product categories including Commercial Property and Liabilities.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your business, while also reducing your businesses exposure to risk by providing effective risk management assistance.

Getting to know each other

To learn more about Bspoke Commercial Limited please visit www.bspokecommercial.co.uk

If you need to know more about your cover or the policy wording then contact the broker who placed the business for you.

Definitions

Certain words in the policy have special meanings. These meanings are given in the Policy Definitions Section on page 17 or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in ***bold italics*** throughout.

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The Insurance Contract

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following are elements for the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments please return them to **Your** broker for correction. Keep the policy safe in case **You** need to refer to it.

- **Your** policy,
- The **Schedule**,
- Endorsements.

It is important that **You**:

- (a) tell us about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date
- (b) check that the Sections **You** have requested are included in the **Schedule**;
- (c) check that the information **You** have given **Us** is accurate;
- (d) keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy;
- (e) comply with **Your** duties under each Section and the insurance as a whole.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

The Agreement

In consideration of the payment of the premium, **We** will compensate **You** by payment, or at **Our** option, by reinstatement or repair in respect of **Damage**, accident, or injury occurring in connection with the **Business** during the **Period of Insurance**, subject to the terms, Conditions and Exclusions contained in or endorsed on the policy.

Signed by Authorised signatory



Nick Grazier
Managing Director
Bspoke Commercial Limited
Brookfield Court
Selby Road
Leeds
West Yorkshire
LS25 1NB

Customer Information

Applicable Data Protection Legislation

We are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by **Us** to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, **We** will generally use e-mail and unless **You** advise **Us** to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

Conformity

In this policy **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask by ensuring that all information provided is a fair representation.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information we required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We will write to **Your** Insurance Broker if **We**:

- (a) intend to treat **Your** policy as if it never existed, or
- (b) need to amend the terms of **Your** policy, or
- (c) require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Law and Jurisdiction

You and **Us** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule** and the jurisdiction of the courts of England.

Use of Language

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

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Duties

You shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this policy
- (b) to maintain the **Premises**, machinery and equipment and everything used in the **Business** in efficient and safe working condition
- (c) in the selection and supervision of **Employees**
- (d) to comply with all statutory and other obligations and regulations imposed by any authority,
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information about Words with Special Meanings

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Conditions Precedent

A Condition which must be complied with before **We** are to be liable for a claim.

You may find a **Condition Precedent** applies only to a particular policy Section in which case it will be shown under that Section.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

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

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Complaints Procedure

How to complain

At Bspoke Commercial, **We** care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If **You** have cause for complaint, either in relation to **Your** policy or any aspect regarding the standard of our service, please see the contacts outlined below.

As **You** have arranged **Your** policy with Bspoke Commercial Limited through a Broker or Intermediary, **You** should firstly direct **Your** complaint to the Broker or Intermediary with whom **You** arranged **Your** policy.

Useful Complaint Contacts are provided in the table below:

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Commercial Limited	Brookfield Court Selby Road Leeds West Yorkshire LS25 1NB complaints@bspokecommercial.co.uk 0113 345 1768
Claims (other than Legal Expenses or Equipment Breakdown claims noted below)	Complaints Department Sedgwick International UK	Oakleigh House 14-16 Park Place Cardiff CF10 3DQ bspokecommercialclaims1@uk.sedgwick.com 0345 850 0597

If **You** remain dissatisfied after Bspoke Commercial and the **Insurer** has considered **Your** complaint or **You** have not received a final decision by the time Bspoke Commercial and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Telephone Number: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

or

Telephone Number: 0300 1239 123

(free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financial-ombudsman.org.uk

This complaint procedure does not affect **Your** right to take legal action.

Claims Procedure

How to Make a Claim

Policy Section	Contact Details
All Sections	Claims helpline 02920 320839

It is a **Condition Precedent** to **Our** liability under this policy that **You** comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

In the event of any occurrence likely to give rise to a claim under this policy **You** will report it to **Us** as soon as practicable or in any event within 5 days and provide full details of what has happened in writing within 30 days (within seven days if caused by riot or civil commotion) and

- (a) at **Your** own expense, provide any other information required including evidence of value or age (or both) if requested,
- (b) forward as soon as practicable any letter, claim, writ, summons or other legal document **You** receive if a claim for liability is made against **You**,
- (c) inform the police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft or attempted theft,
- (d) do not admit liability or offer or agree to settle any claim without **Our** written permission,
- (e) take all care and necessary measures to minimise the loss and avoid interruption or interference with the **Business** and to prevent further **Damage** or injury,
- (f) notify **Us** immediately when **You** have knowledge of an impending prosecution, coroner's inquest or fatal accident inquiry.

How We deal with Your claim

Basis of Settlement

Some Sections of the policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim.

Consent

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of any legal proceedings arising from the claim as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- (a) take full responsibility for conducting, defending or settling any claim in **Your** name,
- (b) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- (c) appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a manner without incurring liability or reducing **Our** rights. **You** shall not be entitled to abandon any property to **Us**

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section A - Employers Liability and Section B - Public and Products Liability **We** will only pay the excess beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at **Our** option pay the full claim and claim half of this back from **Your** other insurance policy or pay **Our** rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

An award made by the arbitrator will be a **Condition Precedent** to a right of legal action against **Us**.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

Cancelling *Your* Policy

We hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel **Your** policy during a period of 14 days after either the purchase or renewal of the contract or 14 days after the day on which **You** receive **Your** policy documentation, whichever is the later. **We** will return the premium in full if cancellation occurs within the 14-day period. If **We** pay any claim, in whole or in part, during the 14-day period then no refund of premium will be allowed.

If **You** wish to cancel **Your** policy after cooling off period **You** will need to give notice in writing (including by e-mail). **We** will cancel **Your** policy from the date upon which notice is dispatched to us. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance** less a deduction of a minimum premium of £100 plus the administration costs in providing this insurance. The amount is shown in the **Schedule**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

Our Right to Cancel *Your* Policy

We shall not be bound to accept any renewal of this policy. If this happens **We** will ensure that **You** are notified accordingly.

If **We** do not receive the premium and Insurance Premium Tax **We** may cancel this policy by sending **You** at least 7 days written notice of cancellation to **Your** Insurance Broker (subject to the provisions of the Consumer Credit Act where applicable).

We may cancel this policy at any other time by sending 14 days' notice of cancellation, giving details of the reason for cancellation, in writing to **Your** Insurance Broker.

In the event of such a cancellation **You** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired **Period of Insurance**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

If **You** pay **Your** premium by instalments see also General Policy Condition 7 – Instalment Premiums.

Employer's Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

- (a) The policy number(s)
- (b) Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
- (c) **Periods of Insurance**
- (d) (if relevant) the employers' reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD). It is understood by **You** that the above-named information provided to **Us** will be processed by the **Us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Who We are

Your policy is administered by Bspoke Sports & Leisure and underwritten by **Accelerant Insurance UK Limited** (the **Insurer**). (Refer also to Sections M and O of this policy).

Bspoke Commercial Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456. Registered Office: Brookfield Court, Selby Road, Leeds, LS25 1NB. Registered in England & Wales. Company Number: 09284678.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Compensation Arrangements

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK Limited is unable to meet its obligations to you under this insurance.

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

General Policy Conditions

The following Policy Conditions should be read in conjunction with other Conditions which may apply to a specific Section of the policy.

1. Alteration in Risk or Interest

This policy shall be avoided with effect from the date the event occurs if after the commencement of this insurance:

- (a) **Your** interest ceases, except by will or operation of law
- (b) the **Business** does any of the following:
 - (i) makes a composition or arrangement with creditors
 - (ii) has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - (iii) has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - (iv) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or has a provisional liquidator, receiver or receiver and manager duly appointed
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating chargeunless agreed by **Us** in writing
- (c) there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury.

2. Designation

For the purpose of determining where necessary the item heading under which the property is insured **We** agree to accept the designation under which the property has been entered in **Your** books.

3. Discharge of Liability

We may at any time pay:

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with **Our** consent.

4. Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,

- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
 - (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.
- If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

5. Instalment Premiums

- (a) Where reference is made in this policy to the payment of premium this includes **You** having agreed to pay by instalments.
- (b) If **We** have agreed to accept payment of the first premium or any subsequent premium by instalment:
 - (i) this policy remains a contract for the **Period of Insurance**
 - (ii) if any instalment of premium is not received by **Us** on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7 days of **Us** giving written notice of non-payment of an instalment, this policy shall be cancelled immediately on expiry of such notice.
- (c) Following such cancellations **We** shall return to **You** the balance of any instalment already paid after deduction of an appropriate charge for the Insurance cover to the date of cancellation except that if:
 - (i) a claim has been made under the policy for which **We** have made a payment, or which is still under consideration
 - (ii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**
 no refund of premiums shall be made and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one off payment is not made to settle the outstanding amount **You** must continue with the instalment payments. Alternatively **We** may deduct any outstanding instalments from any claim payment that may be due to **You** or payable on **Your** behalf.

6. Non Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- (i) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - b. **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - c. **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in **Schedule** 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- (i) where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - b. **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or

- c. **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in **Schedule 1** to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

7. Notice of Buildings becoming Unoccupied/Occupied

You must give **Us** notice as soon as reasonably practicable when any **Building** or part thereof becomes **Unoccupied** or when an **Unoccupied Building** or part thereof is again occupied. If **We** accept the risk a suitable additional premium must be paid if required. **We** have the right to change the terms and Conditions of the policy and **You** must action any risk improvement measures that **We** may require.

General Policy Exclusions

The following Policy Exclusions should be read in conjunction with other Exclusions which may apply to a specific Section of the policy.

1. Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- (a) Coronaviruses; and
- (b) Coronavirus disease (COVID-19); and
- (c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- (d) any mutation of or variation of a), b) or c) above; and
- (e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- (f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Date Recognition

This policy does not cover **Damage** or **Consequential Loss** of whatsoever nature and/or liability for damages attaching to **You** or any associated costs relating thereto, directly or indirectly caused by, contributed to, consisting of or arising from the **Failure** of any:

- (g) computer, **Data** processing equipment or **Media**, microchip, integrated circuit or similar device
- (h) other equipment or system for processing, storing or retrieving **Data**
- (i) computer software, whether **Your** property or not, and whether occurring before, during or after the year 2000 to:
 - (i) recognise correctly any date as its true calendar date
 - (ii) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than its true calendar date
 - (iii) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the **Loss of Data** or the inability to capture, save, retain or correctly to process such **Data** on or after any date.

Provided that such indemnity shall apply in respect of subsequent **Damage** which itself results from a Defined Peril to the extent insured and which is not otherwise excluded in any Section.

For the purpose of this Exclusion Defined Peril means fire, lightning, explosion, storm, flood, earthquake, or impact by any aircraft or aerial devices, vehicle or articles dropped from them or animals.

3. Electrical Equipment

This policy does not cover any **Damage** or any **Consequential Loss** to any electrical plant or appliance caused by its own:

- (a) over-running
- (b) short-circuiting
- (c) excessive pressure
- (d) self heating.

This exclusion shall not apply where fire spreads to cause **Damage** to other plant or appliances or other **Property Insured**.

4. Electronic Risks

This policy does not cover any claim arising directly or indirectly from, or in connection with, or consisting of:

- (a) **Loss of Data**.
other than arising directly or indirectly from, or in connection with, or consisting of **Loss of Data**, which claim is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence.

- (b) any **Damage, Failure or Loss of Data** resulting directly or indirectly from, or in connection with **Virus or Similar Mechanism, Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Other than any claim in respect of any subsequent **Damage** to property other than **Computer and Electronic Equipment** and **Data Storage Materials** which is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence.

Exclusions (a) and (b) do not apply to the following Sections, when insured by the policy:

- (i) Section A – Employers' Liability
- (ii) Section B – Public and Products Liability.

5. Excluded Property

This policy does not cover any **Damage** or any **Consequential Loss** to any:

- (a) vehicles licenced for road use, including their contents or accessories, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- (b) property or structures in course of construction or erection and materials and supplies in connection with such property in course of construction or erection
- (c) bonds, bills of exchange, deeds, promissory notes, cheques, securities, **Money** or stamps
- (d) rare books
- (e) medals, coins, furs, gold and silver articles, jewellery, precious metals, bullion, precious stones
- (f) animals, growing crops or trees
- (g) land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (h) explosives
- (i) paintings prints and works of art with an individual value exceeding £500 unless specifically agreed and mentioned in this policy.

6. Northern Ireland

This policy does not cover **Damage** to any property in Northern Ireland resulting from, caused by, happening through or in consequence of:

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

7. Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Bodily Injury And Property Damage Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Personal And Advertising Injury Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- 1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
- 2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

8. Radioactive Contamination

This policy does not cover any death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation
 - or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purposes for which they were intended.

However,

(1) in relation to the Employers' Liability Section, exception (2) (a) only applies when **You** under a contract or agreement have undertaken to

- (a) indemnify another party

or

- (b) assume the liability of another party.

7. Sonic Bangs

This policy does not cover any **Damage** or any **Consequential Loss** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

8. Terrorism

This policy does not cover any **Damage** to any property or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in the Special Provision – Terrorism below.

In any action, suit or other proceedings where **We** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 8(a) and/or 8(b) above regardless of any other contributory cause or event is not covered under this policy (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon **You**.

Special Provision – Terrorism

Subject otherwise to the terms of this policy.

Neither of the exclusions in 8(a) and 8(b) above shall apply to Section A – Employer's Liability (if stated as operative in the **Schedule**) but the **Limit of Indemnity** for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including **Costs and Expenses**.

9. War and Similar Risks

The policy does not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However, exceptions (a) (b) and (c) do not apply to Section A – Employers' Liability when insured by this policy.

Policy Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate Section or sub-section. To help **You** identify these words in the policy **We** have printed them in **Bold Italics** throughout.

All Other Contents

This term includes:

- (a) documents, manuscripts and business books
- (b) computer systems records.

The most **We** will pay in respect of computer systems records is £10,000 any one loss

- (c) patterns, models, moulds, plans and designs but only for:

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them

- (d) property within **Outbuildings**

- (e) property in open yards

- (f) directors', partners', **Employees'** and visitors' pedal cycles and other **Personal Effects** but only if they are not otherwise insured.

The most **We** will pay in respect of any one director, partner, **Employee** and visitor is £1,000.

We will not pay for:

- (a) expenses in connection with producing information to be recorded
- (b) the value to **You** of any information lost
- (c) wines, spirits, cigarettes and tobacco held for **Your** own private
- (d) entertainment purposes
- (e) **Money**.

Asbestos

Asbestos, asbestos fibres and any derivative of asbestos.

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Bodily injury

Bodily injury including death, illness, disease or nervous shock.

Buildings

The Buildings of the **Premises** shown in the **Schedule** comprising:

- (a) the **Business** and residential accommodation and any **Outbuildings**
- (b) the shop front and, if fixed to the Buildings, any external fittings or blinds
- (c) walls, gates and fences around the Buildings and belonging

to them

- (d) yards, car parks and pavements
- (e) landlord's fixtures and fittings
- (f) annexes, conveniences and external hoists, gangways and staircases
- (g) communicating extensions

all belonging to **You** or for which **You** are legally responsible, and used in connection with the **Business**.

Business

The business described in the **Schedule** or as extended in respect of Sections J and K.

Business Hours

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** are in the **Premises**.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, **Data** processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing **Data** and/or similar devices, whether physically or remotely connected thereto.

Condition Precedent

A Condition which must be complied with before **We** are to be liable for a claim.

Consequential Loss

Includes but is not limited to indirect and/or consequential, exemplary, incidental, punitive and special damages, wasted management time, loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

Contents

The Contents of the **Buildings** (other than residential accommodation) used in connection with the **Business**, belonging to **You** or for which **You** are legally responsible, including:

- (a) trade fixtures and fittings and **All Other Contents**
- (b) any telephone installation, gas or electricity meter
- (c) National Lottery equipment for which **You** are responsible.

We will not pay for:

- (a) **Stock** and **Target Stock**
- (b) **Money**
- (c) glass in the shop front
- (d) **Personal Effects** comprising jewellery and furs
- (e) landlords fixtures and fittings
- (f) property more specifically insured.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a **Virus or Similar Mechanism** or a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Damage

Physical loss or destruction of, or damage to, the **Property Insured**.

Data

All information which is:

- (a) electronically stored
- (b) electronically represented
- (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data

including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

Denial of Service Attack

Any actions or instructions with the ability to **Damage**, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment, Data**, networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic between or amongst networks.

Employee

Any of the following people working for **You** in connection with **Your Business**:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only sub-contractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**
- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any volunteer worker.

Excess(es)

The first amount(s) of each and every claim, as shown in **Your** policy or the **Schedule**, for which **You** are responsible after all other terms and Conditions have been applied.

Failure

Any partial or complete reduction in the:

- (a) performance
- (b) availability
- (c) functionality
- (d) ability to recognise or process any date or time

of any:

- (i) **Computer and Electronic Equipment**
- (ii) electronic means of communication
- (iii) web site.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **Data**, whether **Your** property or not.

Insured Person

You or **Your** directors, principals or **Employees** aged between 16 and 70.

Insurer

Accelerant Insurance UK Limited.

Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

Keyholder

You or any **Responsible Person** or keyholding company authorised by **You** to:

- (a) accept notification of faults or alarm signals relating to the **Intruder Alarm System**

(b) attend and allow access to the **Premises**
at least one of whom must be available at all times.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of, or **Damage to, Data**, of whatsoever nature, in whole or in part, including, but not limited to, **Loss of Data** resulting from **Damage to Computers and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**.

Loss of Limbs or Eyes

Physical Injury, which solely and directly results in:

- (a) loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg
- (b) total and irrecoverable loss of all sight in one or both eyes.

Malicious Event

- (a) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (b) malicious persons, other than thieves and **Cyber Vandals**.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic **Data** processing equipment.

Money

Cash, bank currency notes, cheques, giro cheques, travellers cheques, postal or money orders, banker's' drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, lottery and other prize scratch cards and VAT purchase invoices all pertaining to the Business and belonging to You or which is Your responsibility.

Outbuildings

Any building at the Premises which does not incorporate permanent foundations below ground level.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule**.

Permanent Total Disablement

Physical Injury not resulting in death or **Loss of Limbs or Eyes**, which solely and directly results in permanent and absolute inability of the **Insured Person** to attend to any part whatsoever of their occupation or any other occupation for which they are fitted by knowledge or training.

Personal Effects

Those articles which are normally worn or carried by the user when in use.

Physical Injury

Injury (including multiple injuries sustained in one incident) caused solely and directly by violent, external and visible means (excluding sickness, disease or mental illness or shock) as a result of malicious attack by anyone stealing or attempting to steal the **Property Insured** or **Money**.

Pollution and/or Contamination

- (a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and

(b) all loss, **Damage** to **Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Premises

The **Buildings** and land inside the boundaries at the risk address shown in the **Schedule**.

Products Supplied

Anything which is:

- (a) manufactured, sold, supplied, processed or treated
- (b) repaired, serviced or tested
- (c) installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer owned by **You** or in **Your** custody or control or that of any **Employee**.

Property Insured

(a) Property Insured as detailed in the **Schedule**

(b) Works, Your Plant and Hired in Plant which **You** own or are responsible for as stated in the **Schedule**.

Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises** or property.

Schedule

The document attaching to this policy that contains details of the **Insured**; the **Premises**; the Sections of cover, any **Excess(es)** and Endorsements that are operative.

Specified Disease

Any of the following diseases contracted by any person

- (a) Acute encephalitis, Acute poliomyelitis, Anthrax, Botulism, Brucellosis, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever
- (b) Viral haemorrhagic fever caused by the following virus's Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus.

Specified Event

The following insured events:

Fire, lightning, explosion, earthquake and/or subterranean fire, theft, storm, flood, escape of water from any fixed tank, apparatus or pipe, and, impact by aircraft or other aerial devices, any vehicle or articles falling from them, or by animals.

Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible, excluding **Target Stock**.

Target Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible comprising :

- (a) cigars, cigarettes and tobacco
- (b) e-cigarettes and accessories
- (c) wines and spirits
- (d) radio, television, audio or video equipment, tapes, cassettes and discs
- (e) computers, computer equipment and games
- (f) portable electronic devices
- (g) non-ferrous metals
- (h) photographic equipment and binoculars.

Temporary Total Disablement

Physical Injury which solely and directly results in total and absolute inability of the **Insured Person** to attend any part whatsoever of their occupation.

Territorial Limits

- (a) the United Kingdom, the Isle of Man and the Channel Islands
- (b) a country which is a member of the European Union but only in respect of temporary **Business** carried out by **You** and any **Employee** normally resident in the territories set out in (a) above
- (c) elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in the territories set out in (a) above which do not involve manual labour or the supervision of manual labour.

Terrorism

Any act or acts, including but not limited to

- (a) the use of force or violence and/or the threat thereof
and /or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means
caused or occasioned by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence or overthrow any government and/or to put the public, or any section of the public, in fear.

Turnover

The **Money** paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

Unattended Vehicle

Any vehicle left without a **Responsible Person** either within the vehicle or sufficiently close to keep the vehicle under constant observation and able to prevent any attempt by any other person to interfere with the Vehicle.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which, at any relevant time, is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Unoccupied

Any **Building** or part thereof that is unoccupied or not in active use by You or any legal tenant of Yours.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our

Bspoke Commercial Limited acting on behalf of the **Insurer**.

You/Your/Yourselves

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the **Schedule** as the Insured.

Section A – Employers' Liability

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any Coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty
 - (b) costs and expenses incurred with **Our** written consent
 - (c) any claimant's legal costs for which **You** are legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The amount stated in the *Schedule*, including **Costs and Expenses**, up to which **We** will pay in respect of any or all claims arising out of one cause.

The Cover

What is covered

Your legal liability to pay:

- (a) **Compensation** to any **Employee**
- (b) **Costs and Expenses**

as a result of **Bodily Injury** caused in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

The most **We** will pay is the **Limit of Indemnity**.

What is not covered

Any liability:

- (a) as a result of work in or on, or travel to, from or within any offshore
 - (i) accommodation, exploration, drilling or production rig or platform
 - (ii) support vessel
- (b) for which compulsory insurance or security is required under either
 - (i) the Road Traffic Act 1988, or
 - (ii) the Road Traffic (Northern Ireland) Order 1981 or any amending or subsequent legislation.
- (c) for
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damage.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information.

You shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

2. Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in the United Kingdom, the Isle of Man or the Channel Islands.

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

Section A also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Contractual Liability

We will compensate **You** in respect of liability for **Bodily injury** imposed on **You** solely by reason of the terms of any agreement.

Provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

3. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will compensate **You** in respect of:

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (i) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (ii) in respect of proceedings which
 - a. result from any deliberate act or omission by **You**
 - b. relate to any person other than an **Employee**
- (iii) in respect of any:
 - a. fines
 - b. remedial or publicity orders or any steps required to be taken by such orders
- (iv) where indemnity is provided by another insurance policy.

4. Costs of Court Attendance

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

The most **We** will pay is

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

5. Cross Liabilities

We will compensate each party:

- (a) named as the **Insured** in the **Schedule**
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

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

6. Health and Safety Legislation – Legal Defence Costs

We will compensate **You** and, at **Your** request any director, partner or **Employee** in respect of:

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee** arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**:

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands
- (b) in respect of
 - (i) fines or penalties of any kind
 - (ii) proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - (iii) proceedings relating to the health, safety or welfare of any person who is not an **Employee**
- (c) where indemnity is provided by another insurance policy.

7. Indemnity to Other Persons

We will compensate:

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request:
 - (i) any director, partner or **Employee** of **Yours**
 - (ii) the officers, committee and members of **Your**
 - a. catering, social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
 - (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions
 - (iv) those who hire plant to the extent required by the hiring conditions or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

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

8. Unsatisfied Court Judgements

If any **Employee** or their personal representatives obtains a judgement for damages for **Bodily Injury** against any company or individual operating from premises within the United Kingdom, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months **We** will pay to the **Employee** or their personal representatives, at **Your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- (a) the **Bodily Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of his employment in **Your Business**
- (b) there is no appeal outstanding
- (c) if any payment is made under this Extension the **Employee** or his or her personal representatives shall assign the judgement to **Us**.

Section B – Public and Products Liability

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the **Policy Definitions**)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) costs and expenses incurred with **Our** written consent
- (c) any claimant's legal costs for which **You** are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical loss, destruction or damage.

Limit of Indemnity

The amount, stated in the *Schedule*, up to which **We** will pay in respect of any or all claims arising out of one cause. In respect **Pollution or Contamination**, the **Limit of Indemnity** will apply to the total of all claims occurring in any one **Period of Insurance**.

Personal Injury

- (a) **Bodily Injury**
- (b) Wrongful:
 - (i) arrest, detention or imprisonment
 - (ii) eviction
 - (iii) accusation of shoplifting.

Property

Material property.

The Works

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

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

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

The Cover

What is covered

Your legal liability to pay:

- (a) **Compensation**
- (b) **Costs and Expenses**

as a result of accidental:

- (i) **Personal Injury**
- (ii) **Damage to Property**
- (iii) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

The most **We** will pay is the **Limit of Indemnity** and **Costs and Expenses**.

However, in respect of any claim brought in:

- (a) the United States of America or any territory within its jurisdiction
 - (b) Canada
- the maximum **We** will pay, inclusive of **Costs and Expenses**, is the **Limit of Indemnity**.

What is not covered

Your legal liability as a result of:

- (a) **Personal Injury** to an **Employee**.
- (b) the ownership, possession or use by **You** or on **Your** behalf or by any person entitled to indemnity under this Section of any:
 - (i) aircraft, aerial device or hovercraft
 - (ii) watercraft exceeding 8 metres in length, railways, railway locomotives or carriages
 - (iii) motor vehicle, trailer or plant:
 - a. in circumstances to which road traffic legislation applies other than:
 - i. where described in the Motor Contingent Liability Extension
 - ii. the loading or unloading of any such vehicle, trailer or plant
 - b. where a more specific insurance is in force
 - (iv) pressure vessel, lifting apparatus or other item of plant owned by **You** or the maintenance for which **You** are responsible which has not been inspected to the extent required and approved by statutory regulations
 - (v) firearms.

What is covered

What is not covered

- (c) **Damage to Property**:
 - (i) which **You** own or is loaned, leased, hired or rented to **You**
 - (ii) which is held in trust or in the custody or control of:
 - a. **You**
 - b. any **Employee**
 - c. any other party who is carrying out work on **Your** behalf
 - (iii) being worked upon where the **Damage** is as a direct result of the work undertaken other than in the circumstances described in the Hired, Leased or Rented Premises Extension or the Personal Belongings Extension.
- (d) **Damage** to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - i. **Products Supplied** (other than **Products Supplied** under a separate contract).
 - ii. **The Works**.
- (e) recalling or making refunds in respect of:
 - i. in respect of **Products Supplied**.
 - ii. **The Works**
- (f) the cost incurred by anyone in repairing, removing, altering, replacing, reapplying, rectifying, or reinstating defective work carried out by **You** or on **Your** behalf.
- (g)
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (h) liability imposed on **You** solely by reason of the terms or any contract conditions or agreement in connection with **Products Supplied**.
- (i)
 - (i) the carrying out of any work
 - (ii) any **Products Supplied** which affects or could affect:
 - a. the navigation, propulsion or safety of any aircraft or other aerial device
 - b. the safety or operation of nuclear installations
 - c. the safety or operation of airports or aerodromes
 - d. runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - e. the braking, steering, suspension system or other critical systems of marine vessels, motor vehicles or rail vehicles.
- (j) any **Product Supplied** which to **Your** knowledge is for use in or supply directly or indirectly to the United States of America or Canada.
- (k) advice, certification, consultancy, design, formula, inspection, instruction, specification or testing provided separately by **You** or on **Your** behalf for a fee or under a separate contract.
- (l) any treatment given or administered by **You** or any of **Your Employees**, or the failure to give advice or treatment or any lack of professional duty or skill.
- (m) errors in connection with the sale, supply, making up, prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation.
- (n) **Pollution or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.

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

-
- (o)
 - (i) exposure to
 - (ii) inhalation of
 - (iii) fears of the consequences of exposure to or the inhalation of
 - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**.

 - (p)
 - (i) work in or on, or travel to, from or within
 - (ii) **Products Supplied**, which to **Your** knowledge is for use in or on any offshore:
 - a. accommodation, exploration, drilling or production rig or platform
 - b. support vessel.

 - (q) In respect of **Damage** to **Property** the **Excess** shown in the **Schedule**.

 - (r) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, **Failure** or **Loss of Data** resulting directly or indirectly from or in connection with
 - (i) **Virus or Similar Mechanism**
 - (ii) **Denial of Service Attack**
 - (iii) unauthorised access to or use of **Computer and Electronic Equipment**.However **We** will not exclude any liability in respect of any ensuing accidental **Bodily Injury** or accidental **Damage** to **Property** which is not otherwise excluded.

 - (s) work on or in
 - a. power stations or nuclear installations/establishments.
 - b. oil, gas or chemical
 - (i) refineries
 - (ii) bulk storage premises
 - (iii) production premises.
 - c. aircraft, aerospace systems or hovercraft.
 - d. watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - e. railways, tramways, airports, aerodromes or any airbase.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information. **You** shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

2. Use of Heat

It is a **Condition Precedent** to **Our** liability that the following precautions are complied with on each occasion when **You** or any of **Your Employees** or sub-contractors are using any oxyacetylene or electric welding or cutting plant, blow lamp, blow torch, hot air gun, tar, bitumen or asphalt heater, angle grinder away from **Your** premises:

- (a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by use of screens made of metal and/or fire-retardant material
- (b) The whole of such segregated area must be adequately cleaned and freed from combustible material before operations commence
- (c) Combustible floors and substances in or surrounding such segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
- (d) Where work is being carried out in any enclosed area an additional **Employee of Yours** or an employee of the occupier shall be present at all times to guard against an outbreak of fire
- (e) No work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
- (f) Suitable fire extinguishers and/or connected water hoses must be ready tested and available for immediate use near the scene of operation
- (g) A thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that it is not practical for the examination to be carried out by **Your Employees** then the appropriate arrangements must be made with the occupier
- (h) Before burning of metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in hazardous proximity to combustible material which may be ignited by the conduction of heat.

In addition, it is a **Condition Precedent** to **Our** liability that whenever tar, bitumen or asphalt heaters are in use all heating of tar, bitumen, asphalt or pitch is carried out in a suitable vessel and the vessel is located at ground level and in the open air.

3. Underground Services Condition and Excess

It is a **Condition Precedent** to **Our** liability that the following precautions are complied with on each occasion when **You** or any of **Your Employees** or sub-contractors are undertaking digging, excavating, boring or similar work that

You maintain in force a system of work for controlling the risks of **Bodily Injury** or **Damage** and before starting work **You**

- (a) Take (or cause to be taken) all reasonable steps including contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk are, at the site, and
- (b) Keep a written record of the steps taken, and
- (c) Inform whoever is carrying out the work of the location of pipes, cables, or other services.

The **Excess** in respect of each and every event relating to **Damage** to optical fibre cables is increased to £1,000

Section B also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Contractual Liability

We will compensate **You** in respect of liability for **Bodily injury** or **Damage to Property** imposed on **You** solely by reason of the terms of any agreement.

Provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

3. Consumer Protection Act 1987 – Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Consumer Protection Act 1987 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man and the Channel Islands.

4. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Expense Costs

We will compensate **You** in respect of:

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (i) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (ii) in respect of proceedings which:
 - a. result from any deliberate act or omission by **You**
 - b. relate to any **Employee**
- (iii) in respect of any:
 - a. fines
 - b. remedial or publicity orders or any steps required to be taken by such orders
- (iv) where indemnity is provided by another insurance policy.

5. Costs of Court Attendance

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

The most **We** will pay is:

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

6. Cross Liabilities

We will compensate each party:

- (a) named as the Insured in the **Schedule**
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

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

7. Data Protection

We will compensate **You** in respect of:

- (a) legal fees and defence costs
- (b) legal liability for **Compensation** to an individual:
 - (i) the subject of personal data **You** hold and
 - (ii) who suffers material or non-material damage caused by:
 - a. inaccuracy of data
 - b. loss of the data
 - c. unauthorised destruction or disclosure of the data

arising from proceedings brought against **You** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum **We** will pay for all claims happening during any one **Period of Insurance** is £1,000,000.

We will not provide indemnity in respect of:

- (a) (i) **Personal Injury** other than as provided by this Extension
- (ii) **Damage to Property**
- (iii) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (iv) libel, slander or defamation.
- (b) consequential loss.
- (c) liability:
 - (i) as a result of **You** having authorised the destruction or disclosure of the data
 - (ii) which could reasonably have been expected to arise as a result of any other deliberate act or omission by **You** or any **Employee**.
- (d) any fine or statutory payment.
- (e) liability which arises solely by reason of the terms of any agreement.
- (f) liability in respect of liquidated damages or under any penalty clause.
- (g) legal costs or expenses or financial losses in respect of any order
 - (i) for rectification or erasure of data
 - (ii) requiring that data to be supplemented by any other statements.
- (h) proceedings relating to **Compensation** for any **Employee** if the Employers' Liability Section of this policy is not in force.

8. Defective Premises

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

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any **Premises** which **You** previously owned or occupied for the purposes of the **Business**.

We will not compensate **You** in respect of the cost of rectifying any defect or alleged defect in such **Premises**.

9. Health and Safety Legislation – Legal Defence Costs

We will compensate **You** and, at **Your** request any of **Your** directors, partners or **Employees** in respect of:

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee**

arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**:

- (i) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands.
- (ii) in respect of:
 - a. fines or penalties of any kind
 - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - c. proceedings relating to the health, safety or welfare of any **Employee**.
- (iii) where indemnity is provided by another insurance policy.

10. Hired, Leased or Rented Premises

We will compensate **You** in respect of **Your** legal liability as a result of accidental **Damage to Premises** (including fixtures and fittings) within the United Kingdom, the Isle of Man and the Channel Islands, not owned by **You** but which **You** hire, rent or occupy in connection with the **Business**.

We will not compensate **You** in respect of

- (a) liability imposed on **You** solely by reason of the terms of the hiring or renting agreement
- (b) legal liability as a result of **Damage** against which the hiring or renting agreement specifies that insurance is taken out by **You** or on **Your** behalf.

11. Indemnity to Other Persons

We will compensate:

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request:
 - (i) any director, partner or **Employee** of **Yours**
 - (ii) the officers, committee and members of **Your**
 - a. catering social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
 - (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions
 - (iv) those who hire plant to the extent required by the hiring conditions.

or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

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

12. Motor Contingent Liability

We will compensate **You** in respect of **Your** legal liability as a result of accidental:

- (a) **Bodily Injury**
- (b) **Damage to Property**

arising out of the use:

- (a) in the United Kingdom, the Isle of Man and the Channel Islands and
- (b) in connection with the **Business**

of any motor vehicle or trailer attached thereto not belonging, loaned, leased, hired or rented to or provided by **You**.

We will not compensate **You**

- (a) in respect of **Damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by:
 - (i) **You**
 - (ii) a person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) if indemnity is provided by another insurance policy.

13. Overseas Personal Liability

We will compensate:

- (a) **You**
- (b) And at **Your** request any director, partner or **Employee**

while temporarily outside the United Kingdom, the Isle of Man and the Channel Islands in connection with the **Business** in respect of legal liability as a result of accidental:

- (i) **Bodily Injury**
- (ii) **Damage to Property**

incurred in a personal capacity.

We will also compensate any accompanying spouse or children.

Where the **Policyholder** is an individual the indemnity will also apply within the United Kingdom, the Isle of Man and the Channel Islands whilst away from **Your Business Premises** in connection with the **Business**.

We will not provide indemnity:

- (a) where liability arises from
 - (i) any agreement unless liability would have existed otherwise
 - (ii) ownership or occupation of land or **Buildings**
 - (iii) the carrying on of any trade or profession
 - (iv) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (b) where indemnity is provided by another insurance policy.

Section C – Contract Works, Tools & Plant

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the **Policy Definitions**)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Contract

Any contract or agreement entered into by **You** to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in the **Schedule**.

Contract Site

- (a) A site within the **Territorial Limits** at which **You** are carrying out work under a **Contract**,
Or
(b) the site address stated in the **Schedule** if cover applies to a specific **Contract**.

Damage

Physical loss or destruction of, or damage to, the **Property Insured**.

Employees' Tools

Employees' tools and personal belongings while on or adjacent to any **Contract Site** and in transit between **Your** premises and the **Contract Site** other than

- (a) motor vehicles.
- (b) gold or silver articles.
- (c) watches or jewellery.
- (d) Money.

Estimated Original Contract Price

The estimated valuation of the **Works** to be carried out or the estimated contract price at the commencement date of the **Contract** or **Works**.

Existing Structures

Any property (including fixtures, fittings and contents) which, prior to the commencement of any **Contract**, forms part of any structure.

Free Issue Materials

Materials for incorporation into the **Contract**

- (a) issued free to **You** by or on behalf of **Your** Employer
and
- (b) for which **You** are responsible under the conditions of the **Contract** the value of which will not be included in the final valuation of the **Works** carried out or the final contract price and which are not otherwise excluded from this Section.

Hired in Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by **You** for use in connection with any **Contract** while anywhere within the **Territorial Limits** including transit other than by sea or air.

Maintenance Period

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

Maximum Contract Price

The maximum price of any **Contract** for which **We** will provide indemnity as stated in the **Schedule**.

Practical Completion

Works which are

(a) completed,

or

(b) complete except for the prospective buyer's or tenant's choice of decorations or final fitments.

Property Insured

(a) Property Insured as detailed in the **Schedule**

(b) Works, Your Plant and **Hired in Plant** which **You** own or are responsible for as stated in the **Schedule**.

Territorial Limits

The United Kingdom, the Isle of Man and the Channel Islands

Works

(a) Temporary or permanent works completed or to be completed as part of any **Contract**

and/or

(b) materials for incorporation whilst on or adjacent to the **Contract Site** and in transit to or from the **Contract Site** other than by sea or air.

Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the **Territorial Limits** including transit other than by sea or air.

The Cover

What is covered

We will compensate **You** in respect of **Damage** to the **Property Insured** during the Period of Insurance and within the **Territorial Limits**.

The maximum that **We** will pay in respect of any one occurrence which gives rise to a claim under this Section is

(1) Works

(Which includes any liability **We** may have in respect of the cover provided under the Cover Enhancements) 125% of the **Estimated Original Contract Price** including the value of **Free Issue Materials** in respect of any **Contract** or **Works**.

We will have no liability under this Section where the **Estimated Original Contract Price** plus the value of **Free Issue Materials** exceeds the Sum Insured stated in the **Schedule** at the time of **Damage**.

(2) Your Plant

The Sum Insured stated in the **Schedule** at the time of **Damage**.

(3) Hired in Plant

The Sum Insured stated in the **Schedule** at the time of **Damage**.

(4) Employees' Tools

The Sum Insured stated in the **Schedule** at the time of **Damage**.

The maximum that **We** will pay in respect of any one **Employee** is the limit stated in the **Schedule**.

What is not covered

We will not indemnify **You** in respect of

- (1) **Damage** to any part of the permanent **Works**
 - (a) for which a certificate of completion has been issued, or
 - (b) which has been completed and handed over to Your employer, or
 - (c) taken into use unless the **Damage** occurs
 - (i) during the **Maintenance Period** but is caused before the beginning of the **Maintenance Period**, or
 - (ii) while **You** are carrying out **Your** obligations under the **Maintenance Period**, or
 - (iii) within 14 days of the issue of a certificate of completion but only to the extent **You** are responsible under the conditions of the **Contract**.
- (2) **Damage** as a result of
 - (a) gradual deterioration or wear and tear.
 - (b) rust or mildew.
- (3) repair to or replacement of any item of **Your Plant** or **Hired in Plant** caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of **Hired in Plant** and for which **You** are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
- (4) **Damage** to
 - (a) **Existing Structures**.
 - (b) **Money**.
 - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
 - (d) any aircraft or waterborne vessel.
 - (e) property for which **You** are relieved of responsibility by the conditions of the **Contract**.

(5) **Damage**

(a) by disappearance or shortage discovered only when an inventory is taken.

(b) which is not traceable to an event

(6) **Damage** caused by pollution or contamination other than that of or to the **Property Insured**.

(7) liquidated damages, fines or any other penalties under contract for delay or non-completion.

(8) consequential loss or damage of any kind.

(9) the cost of normal upkeep or making good.

(10) **Damage** to and the cost necessary to reinstate or repair

(a) **Property Insured** which is in a defective condition due to a defect in

(i) design, plan or specification

(ii) materials

(iii) workmanship

of or of any part of that **Property Insured**.

(b) other **Property Insured** to enable the reinstatement or repair of **Property Insured** excluded by (a) above.

This exception will not apply to other **Property Insured** which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered **Damage** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that **Property Insured**.

11) the **Excess/Excesses**.

(12) any **Damage** whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(a) **Terrorism**

(b) civil commotion in Northern Ireland

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Terrorism shall mean

(i) in respect of **Damage** occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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

(ii) in respect of **Damage** occurring in any Territory not specified in (i) above any act or acts including but not limited to

a) the use or threat of force and/or violence

and/or

b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or proceedings where We allege that any **Damage** results from **Terrorism** as defined above and is therefore not covered by this Section the burden of proving that any such **Damage** is covered under this Section will be upon **You**.

(13) the theft of unfixed non-ferrous metals of any description unless at the time of theft

(a) an authorised **Employee** or agent of **The Policyholder** is actually on site,

or

(b) such property is contained in a securely locked container or building.

(14) Loss from any **Unattended Vehicle**.

Section Conditions

(also refer to the General Policy Conditions)

1. Adjustment of Premium

If the premium is based on estimates **You** have supplied

You must

- (1) keep accurate records (which **We** may require to examine) of all relevant information.
- (2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to **You**.

2. Cessation of Work

If, for whatever reason, construction work at the **Contract Site** is suspended or stopped, **You** must notify **Us** within 30 days of the suspension or stoppage.

We may at **Our** option

- (i) modify **Your** premium
- (ii) amend the terms and conditions of this Section
- (iii) require **You** to make alterations to the **Contract Site** and/or the **Works**
- (iv) exercise **Our** right to cancel **Your** policy under **Our Right to Cancel Your Policy**

If, in the event of any claim for **Damage**, **You** have failed to advise **Us** that construction work at the **Contract Site** has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, **We** may at **Our** option, avoid the claim.

3. Diminution of Damage

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

4. Timber Frame Construction

We will not provide compensation for **Damage** to **Property Insured** where **Timber Frame Construction** is utilised

- (1) on more than two floor levels including and above ground level, or
 - (2) where the **Estimated Original Contract Price** exceeds £1,000,000
- unless otherwise stated in the **Schedule**.

For the purposes of this Endorsement the following definition applies.

Timber Frame Construction

A method of timber construction that commonly utilises platform building techniques where the structural frame is made from wood.

Section C also provides the following Cover Enhancements

1. Additional Interests

We will, to the extent required by the conditions of the **Contract**, include the interest as joint insured of any

- (1) employer,
- or
- (2) contractor.

2. Automatic Reinstatement

The Sums Insured stated in the **Schedule** will not be reduced by the amount of any claim unless **We** or **You** give notice to the contrary.

You must pay any additional premium required by **Us** to reinstate the Sums Insured.

3. Consecutive Damage

Damage to **Property Insured** at any one **Contract Site** during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any **Excess** as one occurrence of **Damage**.

4. Continuing Hire Charges

We will compensate **You** in respect of **Your** legal liability to pay continuing hire charges as a result of **Damage** to any item of **Hired in Plant** insured under this **Section**.

5. Damage to Security Devices

If the attempted theft of any vehicle included within **Your Plant** or **Hired in Plant** results in **Damage** only to the vehicle immobiliser, locating, tracking or other security device, **We** will apply a reduced **Excess** of £50.

6. Debris Removal

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

- (1) removing debris
- (2) dismantling or demolishing
- (3) shoring up or propping
- (4) clearing or repairing drains or service mains

following **Damage** to **Property Insured**.

The maximum that **We** will pay in respect of any one loss is 25% of the **Estimated Original Contract Price**.

We will not compensate **You** in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it.
- (2) arising from pollution or contamination of property not insured under this Section.
- (3) more specifically insured.

7. Dwellings

All **Contracts** or **Works** solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the **Estimated Original Contract Price** of such **Contracts**.

The maximum that **We** will pay in respect of any one loss is 125% of the Sum Insured in the description of the **Contract** or **Works** in the **Schedule**.

8. European Union and Public Authorities

Following **Damage** to **Works**, **We** will pay the additional cost of reinstating the **Property Insured** necessary to comply with any

- (1) European Union Legislation.
- (2) Act of Parliament.
- (3) Bye laws of any public authority.

We will not compensate **You** in respect of

(1) costs incurred

(a) in respect of **Damage** not insured by this Section.

(b) where notice was served on **You** before the **Damage** occurred.

(c) where an existing requirement must be completed within a stipulated period.

(d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered **Damage**.

(2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

(a) must begin and be carried out as quickly as possible.

(b) may be carried out on another site if necessary provided this does not increase **Our** liability.

If **Our** liability under this Section is reduced by the application of any terms of this policy, **Our** liability under this Extension will be similarly reduced.

The maximum **We** will pay under this Extension in respect of any one **Contract** is the Sum Insured as stated in the **Schedule**.

9. Expediting Expenses

We will compensate **You** in respect of the reasonable costs and expenses that **You** incur for

(1) overtime

(2) night work

(3) work on public holidays

(4) special delivery

to reinstate or repair **Property Insured** following **Damage**.

The maximum that **We** will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

10. Free Issue Materials

The **Works** will include any **Free Issue Materials** provided **You** include their value in

(1) the contract price of any **Contract**

(2) the declaration required by the **Adjustment of Premium** Special Condition of this Section.

11. Immobilised Plant

We will compensate **You** in respect of necessarily incurred costs for the withdrawal or recovery of **Your Plant** or **Hired in Plant** accidentally immobilised on or adjacent to any **Contract Site**.

We will not pay for withdrawal or recovery required as a result of the breakdown of **Your Plant** or **Hired in Plant**.

12. Incidental Hiring of Plant

We will compensate **You** in respect of **Damage** to any item of **Your Plant** while it is hired or loaned to a third party.

The maximum that **We** will pay in respect of any one loss is £25,000.

13. Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of **Damage** to the **Property Insured**.

14. Locating and Tracking Devices

We will not apply an **Excess** in respect of theft of a vehicle which is

(1) insured under **Your Plant** or **Hired in Plant**

and

(2) fitted with an activated operational locating/tracking device of a type approved by **Us**.

15. Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as **Your Plant** or **Hired in Plant** is lost or stolen, **We** will compensate **You** in respect of the cost of replacing the cylinder of the lock.

The maximum that **We** will pay in respect of any one loss is £500.

We will not compensate **You** in respect of the first £50 of each claim.

16. Off-Site Storage

The **Works** includes materials, anywhere within the **Territorial Limits**, separately stored and identified for inclusion in any **Contract**.

The maximum that **We** will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
- or
- (2) where materials have not been included in an interim certificate under any standard printed contract conditions
 - (a) £50,000,
 - or
 - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
 - or
 - (c) 15% of the **Estimated Original Contract Price** whichever is the lower.

17. Professional Fees

We will compensate **You** in respect of professional fees necessarily incurred in reinstating, repairing or replacing the **Works** following **Damage**.

We will not compensate **You** in respect of fees

- (1) more specifically insured.
- (2) incurred in preparing a claim.

18. Redrawing Plans or Documents

We will compensate **You** in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following **Damage**.

The maximum that **We** will pay in respect of any one loss is £25,000.

19. Show Properties

We will compensate **You** in respect of **Damage** to show properties including their contents.

The maximum that **We** will pay in respect of the contents of any one show property is £35,000.

20. Speculative Building

We will compensate **You** in respect of **Damage** to any private dwelling **You** have erected on a speculative basis.

This indemnity will cease on

- (1) the date **You** sell, lease or rent the property,
- or
- (2) 180 days from **Practical Completion**

whichever is the earlier.

21. Taken Into Use

We will compensate **You** in respect of **Damage** to any part of the permanent **Works** taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued,
- or
- (2) the permanent **Works** have been completed and handed over to **Your** employer

Section D – Business Equipment

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Property Insured

Equipment and contents (other than constructional plant, tools, equipment and site huts or caravans) owned by **You** for use in connection with the **Business**.

The Cover

What is covered

Damage to the **Property Insured** at **Your** premises from any accidental cause occurring during the **Period of Insurance**.

The most **We** will pay is the sum insured shown against each item in the **Schedule**.

What is not covered

The **Excess** shown in the **Schedule**.

Damage caused by:

- (a) Inherent or latent defect, gradual deterioration, wear and tear, depreciation, frost or change in the water table, its own faulty or defective design or materials
- (b) faulty or defective workmanship, operational error or omission by **You** or any of **Your Employees** but **We** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded.

Damage caused by:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould
- (b) change in temperature, colour, flavour, texture, finish or atmospheric or climatic conditions
- (c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but **We** will pay for:

- (i) such **Damage** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or **Damage**
- (ii) subsequent **Damage** which itself results from a cause not otherwise excluded.

Loss from any **Unattended Vehicle**.

Damage caused by:

- (a) acts of fraud or dishonesty by any partner, director, or **Employee of Yours**
- (b) unexplained disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (c) any process of fitting, testing, servicing, repair, renovation or adjustment.

Damage caused by theft or attempted theft

- (a) not involving entry to or exit from the premises by forcible and violent means
- (b) by any person lawfully on the premises.

Damage caused by **Pollution and/or Contamination**:

but **We** will pay for destruction of or **Damage** to the **Property Insured** not otherwise excluded, caused by:

- (i) **Pollution and/or Contamination** which itself results from a **Specified Event**
- (ii) any **Specified Event** which itself results from **Pollution and/or Contamination**

Section Conditions (also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The sum insured under each Item shown in the **Schedule** is separately subject to **Average**.

2. Basis of Claims Settlement

We will pay the full cost of repair or reinstatement of the **Property Insured** to a condition equal to but not better than its condition when new provided that the cost is incurred.

3. Debris Removal

The sum insured includes costs and expenses **You** incur, with **Our** consent, for:

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping of the parts of the property which have suffered **Damage** insured under this Section.

We will not compensate **You** in respect of costs and expenses:

- (i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- (ii) arising from **Pollution and/or Contamination** of property not insured under this Section
- (iii) more specifically insured.

4. Temporary Removal

We will compensate **You** in respect of **Damage** as insured by this **Section** to the **Property** whilst temporarily removed elsewhere or in transit anywhere in Europe and for up to 30 days in each **Period of Insurance** anywhere in the world.

5. Damage Arising from Personal Use of Property Insured

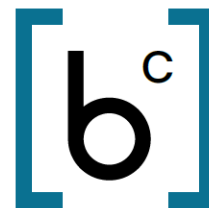
We will compensate **You** in respect of **Damage** to **Property Insured** in the event that such **Damage** occurred whilst not in connection with the **Business** provided that the **Property Insured** had been purchased for business purposes.

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