TRADESPEOPLE

Policy
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Introduction

Welcome to RSA. Thank you for choosing Us as Your insurer.

About Your Insurance Policy

Your insurance Policy is made up of this Policy wording, Your Statement of Fact, and the Schedule which shows the sums insured, Our Limits of Liability, the premium You will pay, and any other terms which apply to Your Policy.

You should read the Statement of Fact, Schedule and the Policy wording together, to tell You what is covered and what is not covered, how We settle claims and other important information.

Some words in this Policy have a special meaning. They start with a capital letter and are in bold type whenever they appear in the Policy, and are listed under ‘Definitions’ at the end of the Policy.

We have set out ‘What is covered’ to the left of each page, and ‘What is not covered’ to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

The Insurance Contract

This Insurance Policy is a legal contract between You and Us. Our acceptance of this risk is based on the information presented to Us prior to the commencement of the Policy, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the Statement of Fact checked, We will accept this as being a fair presentation of the risk.

We will provide the insurance described in this Policy (subject to all the terms, conditions and exclusion of this Policy) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

This Policy has been issued by Royal & Sun Alliance Insurance plc.
Customer Care Services

As part of our commitment to customer care we have provided additional services to help you when you need it most.

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That’s why you can now notify us of any claim when it suits you – any time of the day or night. All you have to do is call!

- 24 hour Claims Helpline
  0345 300 4006
  (Please quote your policy number)

Advice Lines

Where do you turn to for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal Assistance (available 24 hours)
- Health and Safety issues (available 24 hours)
- Tax advice (available Monday to Friday, 9am to 5pm)
- Stress Counselling (available 24 hours)

- Advice Lines
  01455 251500
  (Please quote reference number 70108)
Liabilities Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 Employers’ Liability

What is covered

Any Person Entitled to Indemnity is covered

1. against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
   A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
   or
   B) while temporarily outside these territories
   arising out of and in the course of employment by You in the Business

2. in respect of
   A) claimants costs and expenses which You are legally liable to pay in connection with any claim
   B) the costs of legal representation at any coroner’s inquest or inquiry in respect of any death
   C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
   ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
   D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with Our prior written consent.

What is not covered

1. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
   or
   B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

i) that of any principal
   ii) accepted under an agreement without which the legal liability would not exist.

2. Road Traffic Legislation

Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3. Fines or Penalties

Any legal liability for

A) fines or penalties
   B) the costs of appeal against any improvement or prohibition notices
   C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
   D) compensation ordered or awarded by a Court of Criminal Jurisdiction.
### Extensions to Section 1

**THIS INSURANCE ALSO COVERS**

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<td><strong>1  Compensation for Court Attendance</strong></td>
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<td>If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</td>
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<td>A) for any director or partner of Yours £500 per day</td>
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<td>B) for any Employee £250 per day</td>
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<td><strong>2  Unsatisfied Court Judgements</strong></td>
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<td>If an Employee or their personal representative is awarded damages for Injury in any Court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, We will, at Your request, pay the amount of the judgement provided that</td>
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<td>A) the damages are awarded against a company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</td>
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<tr>
<td>B) the Injury was caused during any Period of Insurance in the course of employment by You</td>
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<tr>
<td>C) there is no on-going, planned or outstanding appeal</td>
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<tr>
<td>D) the Employee or their personal representative shall assign the judgement to Us</td>
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<td><strong>3  Temporary Workers</strong></td>
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<tr>
<td>If You engage Persons Employed on a temporary basis We will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one Period of Insurance in respect of all temporary Persons Employed.</td>
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Employers' Liability – How We settle claims

**How We settle claims for Your legal liabilities to Persons Entitled to Indemnity**

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

**The most We will pay**

Our liability for Injury and costs and expenses payable in respect of any one Event will not exceed the Limit of Indemnity shown under Section 1 (Employers' Liability) in Your Schedule.

For the purposes of the Limit of Indemnity applying to Terrorism (as shown in the Schedule), Terrorism means 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.

**Our right to pay the full limit at any time**

In respect of any one Event, We may pay the Limit of Indemnity shown in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and be under no further liability.

**Parties to the contract of insurance**

The total amount payable by Us in respect of all damages, costs and expenses arising out of all claims during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 1 (Employers’ Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.
Section 2 Public Liability/Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any Person Entitled to Indemnity is covered

1. up to the Limit of Indemnity against legal liability for damages in respect of
   A) accidental Injury of any person
   B) Damage to Property
   C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
   D) wrongful arrest or false imprisonment
   happening during any Period of Insurance in connection with the Business

2. in respect of
   A) claimants costs and expenses which You are legally liable to pay in connection with any claim
   B) the costs of legal representation at any coroner’s inquest or inquiry in respect of any death
   C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
      ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
   D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section
   incurred with Our prior written consent.

What is not covered

1. Mechanical Vehicles
   Any legal liability arising from or out of the ownership possession or use by or on behalf of You or any Person Entitled to Indemnity of any
   A) mechanically propelled vehicle other than legal liability arising out of
      i) the use of plant as a tool of trade on site
      ii) the use of plant at Your premises
      iii) the loading or unloading of any vehicle
      except where You are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy
   B) aircraft or other aerial device
   C) aerospatial device
   D) hovercraft
   E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2. Employers’ Liability
   Any legal liability for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business

3. Property in Your Custody or Control
   Any legal liability for Damage to any Property which belongs to or is held in trust by or is in the custody or control of You other than
   A) Your directors’, partners’, Employees’ or visitors’ personal effects including vehicles and their contents
   B) premises and their contents which are not owned, leased or rented to You at which You are working in connection with Your Business
   C) premises and their fixtures and fittings which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of Damage to any such premises and their fixtures and fittings.
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<th>What is covered</th>
<th>What is not covered</th>
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<td><strong>4 Pollution or Contamination</strong></td>
<td>Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. All pollution and contamination which arises out of one incident shall be considered by Us for the purpose of this Policy to have occurred at the time such incident takes place.</td>
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<tr>
<td><strong>5 Product Defects and Recall</strong></td>
<td>Any legal liability in respect of loss of or Damage to any product supplied or contract work executed by You caused by any defect or unsuitability for its intended purpose.</td>
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<td></td>
<td>Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by You or any contract work executed by You.</td>
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<tr>
<td><strong>6 Professional Risks</strong></td>
<td>Any legal liability arising from or in connection with any advice, design or specification provided by You for a fee.</td>
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<tr>
<td><strong>7 Contractual Liability</strong></td>
<td>Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing.</td>
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<td><strong>8 Disposed Premises</strong></td>
<td>Any legal liability for the costs of remediying</td>
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<td>any defect or alleged defect</td>
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<td>the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials in premises disposed of by You.</td>
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<td><strong>9 Fines or Penalties</strong></td>
<td>Any legal liability for</td>
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<td>fines or penalties</td>
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<td>the costs of appeal against any improvement or prohibition notices</td>
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<td>fees for intervention payable under the Health and Safety Fees (Regulations) 2012</td>
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<td>compensation ordered or awarded by a Court of Criminal Jurisdiction</td>
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<td>aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</td>
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What is covered

10 Radioactive Contamination
Any legal liability directly or indirectly caused by, or contributed to by, or arising from
A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel
or
B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks
Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12 Fear of Asbestos
Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

13 Asbestos Removal Costs
Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

14 Aircraft Products
Any legal liability arising from Aircraft Products.

15 Contribution
Your Contribution as shown in the Schedule in respect of
A) the claimants damages
B) the claimants costs and expenses.
# Extensions to Section 2

**THIS INSURANCE ALSO COVERS**

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<th>What is covered</th>
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<td><strong>1 Cross Liabilities</strong>&lt;br&gt; If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each&lt;br&gt; Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.</td>
<td>1 <strong>Damage</strong> to the vehicle or its contents.&lt;br&gt; 2 Any legal liability caused whilst the vehicle is being driven by You.</td>
</tr>
<tr>
<td><strong>2 Compensation for Court Attendance</strong>&lt;br&gt; If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below&lt;br&gt; A) for any director or partner of Yours £500 per day&lt;br&gt; B) for any Employee £250 per day.</td>
<td>3 Where cover is provided by any other insurance policy.</td>
</tr>
<tr>
<td><strong>3 Contingent Motor Liability</strong>&lt;br&gt; Your legal liability to pay damages and/or costs resulting from&lt;br&gt; A) <strong>Injury</strong> to others, or&lt;br&gt; B) <strong>Damage</strong> to <strong>Property</strong> belonging to others&lt;br&gt; arising out of the use of any motor vehicle by an Employee in the course of the Business which is not Your Property nor provided by You</td>
<td>4 Any legal liability caused whilst the vehicle is being driven outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</td>
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<tr>
<td><strong>4 Personal Legal Liabilities whilst Overseas</strong>&lt;br&gt; We will cover You or at Your request Your directors, partners, Employees or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.</td>
<td>1 Any legal liability arising out of&lt;br&gt; A) the ownership or occupation of land or buildings&lt;br&gt; B) where cover is provided by any other insurance policy&lt;br&gt; C) all exclusions shown under What is not covered.</td>
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<tr>
<td><strong>5 Data Protection Act 1998</strong>&lt;br&gt; Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998&lt;br&gt; Provided that&lt;br&gt; A) You are registered in accordance with the terms of the Act, or&lt;br&gt; B) You have applied for registration and it has not been refused or withdrawn&lt;br&gt; C) You have taken all reasonable precautions to comply with the requirements of the Act&lt;br&gt; We will also cover at Your request Your directors, partners or Employees under this Extension.&lt;br&gt; The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.</td>
<td>1 Any legal liability You have to pay fines or penalties.&lt;br&gt; 2 The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.&lt;br&gt; 3 Where cover is provided by any other insurance.</td>
</tr>
<tr>
<td><strong>6 Defective Premises Act</strong>&lt;br&gt; Your legal liability in respect of <strong>Injury</strong> or <strong>Damage</strong> to <strong>Property</strong> under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.</td>
<td>4 Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.</td>
</tr>
<tr>
<td><strong>7 Temporary Workers</strong>&lt;br&gt; If You engage Persons Employed on a temporary basis We will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one Period of Insurance in respect of all temporary Persons Employed.</td>
<td>5 Any claim arising from or caused by circumstances notified to any of Your previous insurers.&lt;br&gt; 6 Any claim arising from circumstances known to You at the time You took out this Insurance.</td>
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Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

Your Contribution as shown in the Schedule is payable before We will be liable to make any payment.

The most We will pay

In respect of any one Event the most We will pay is the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

In respect of all Events happening during any one Period of Insurance in respect of products supplied the most We will pay is the Limit of Indemnity in respect of Products shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

In respect of all incidents considered by Us to have occurred during any one Period of Insurance in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most We will pay is the Limit of Indemnity in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which We are liable under this Policy and which were incurred by You prior to the date of such payment.

Parties to the contract of insurance

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

The most We will pay in respect of all incidents considered by Us to have occurred during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

The most We will pay in respect of all damages arising out of all claims during any one Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

For the purposes of the Limit of Liability all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

North America Claims

In respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.
Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A
Criminal Proceedings relating to Health and Safety at Work in respect of duties to Your Employees.

We will pay

1 legal costs and expenses incurred with Our written consent
2 costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of a director, partner or Person Employed.

Part B
Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

1 legal costs and expenses incurred with Our written consent
2 costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of any person other than a director, partner or Person Employed

B) a breach of Part II of the Consumer Protection Act 1987

C) a breach of Part II of the Food Safety Act 1990.

What is not covered

1 Fines or Penalties
   A) Fines or penalties of any kind.
   B) The costs of appeal against any improvement or prohibition notices.
   C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
   D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances
   Where cover is provided by any other insurance policy.

3 Deliberate Act
   Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours or by any Employee with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.

1 Fines or Penalties
   A) Fines or penalties of any kind.
   B) The costs of appeal against any improvement or prohibition notices.
   C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
   D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances
   Where cover is provided by any other insurance policy.

3 Deliberate Act
   Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours or by any Employee with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.
Legal Defence Costs – how We settle claims

How We settle claims for Your legal defence costs
As long as the legal defence costs are covered under Your Policy We will pay the costs that You have incurred with Our written consent and the costs awarded against You and at Your request any of Your directors, partners or any Person Employed.

We shall pass notification to an independent third party service provider with whom We have an agreement and which shall administer the claim on Our behalf.

The most We will pay
Irrespective of the number of Persons Entitled to Indemnity the most We will pay in any one Period of Insurance for legal defence costs is the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

Our right to pay the full limit at any time
We may pay the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims You have notified to Us can be settled. We will then relinquish control of such claims and be under no further liability in respect of legal defence costs. We shall pass notification of any claim for legal defence costs to the third party provider approved by Us.

Parties to the contract of insurance
If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

For the purposes of the Limit of Liability all the Persons Entitled To Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.
Tools and Equipment Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

1. Damage to Tools and Equipment.

What is not covered

1. Your Contribution as shown in the Schedule.
2. Damage occurring outside the Territorial Limits.
3. Any item with a value in excess of the Single Article Limit shown in the Schedule.
4. Any claim in excess of the Per Person Limit shown in the Schedule.
5. Any Property that is insured on another policy.
6. Damage due to theft or attempted theft of unattended Tools and Equipment from any vehicle left unattended for the night other than where the vehicle
   A) is kept in a securely locked garage or compound
   or
   B) has in full and effective operation
      i) an automatically activating immobilizer and
      ii) an automatically setting security alarm installed and certified by a Vehicle Security Inspection Board accredited installer. Such alarm must comply with Thatcham Category 2 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle.
7. Damage due to theft or attempted theft of unattended Tools and Equipment unless the Property is
   A) concealed out of sight in a securely locked vehicle and all windous and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
   or
   B) contained in a securely locked trailer or room and there is evidence of forcible or violent entry or access to the vehicle, trailer or room.
8. Damage caused by delay, confiscation or detention by order of any Government or Public Authority.
9. Damage as a result of any person obtaining any Property by deception.
10. Damage caused by pollution or contamination.
11. Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
12. Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
13. Damage commencing prior to the granting of cover under this Insurance.
What is covered

What is not covered

14 Damage caused by
A) its own faulty or defective design or materials
B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the Water Table Level
but not subsequent Damage which itself results from other Damage which is covered by this Insurance
C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
D) change in temperature, colour, flavour, texture or finish
E) mechanical or electrical breakdown, failure or derangement
but not such Damage or subsequent Damage which itself results from other Damage which is covered by this Insurance.

15 Damage to any Tools and Equipment let out on hire.

16 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

17 Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

18 Damage or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

19 Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

20 A) Damage to Data which shall include but shall not be limited to
i) Damage to or corruption of Data whether in whole or in part
ii) unauthorised appropriation of use of access to or modification of Data
iii) unauthorised transmission of Data to any third parties
iv) Damage arising out of any misinterpretation, use or misuse of Data
v) Damage arising out of any operator error in respect of Data
What is covered

B) **Damage to Property** arising directly or indirectly from
   i) the transmission or impact of any **Virus**
   ii) unauthorised access to a **System**
   iii) interruption of or interference with electronic means of communication used in the conduct of Your **Business** including but not limited to any diminution in the performance of any website or electronic means of communication
   iv) **Failure of a System**
   v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

21 **Terrorism**

**Damage** caused by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

B) in Northern Ireland
   1) riot or civil commotion
   2) strikers, locked out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means 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.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon You.
Extension to Cover – Tools in Vehicle Overnight

IF TOOLS IN VEHICLE OVERNIGHT IS SHOWN AS INCLUDED IN THE SCHEDULE THIS INSURANCE ALSO COVERS

What is covered

1. Tools in Vehicle Overnight

   Exclusion 6 of the Tools and Equipment Insurance is deleted.

What is not covered

1. Your Contribution as shown in the Schedule
Tools and Equipment Insurance – how We settle claims

If Tools and Equipment suffer Damage as covered under this Insurance We will pay You the amount of loss or at Our option reinstate or replace such Property provided that Our liability shall not exceed the applicable sum insured or Limit of Liability shown in the Schedule.

We will pay You the cost of reinstatement which is

1. the cost of replacement by similar Property where the Property is destroyed
2. the cost of repairing or restoring the damaged portions where the Property is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Partial Damage
Where Damage occurs to only part of the Property Our liability shall not exceed the amount which We would have been liable to pay had the Property been wholly destroyed.

Plans and documents in support of the claim
You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.
Business Equipment and Business Stock Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Damage to Business Equipment</td>
<td>1 Your Contribution as shown in the Schedule</td>
</tr>
<tr>
<td>2 Damage to Business Stock</td>
<td>2 Any item with a value in excess of £2,500.</td>
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<td></td>
<td>3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either</td>
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<td></td>
<td>A) garaged in a building which is securely closed and locked or</td>
</tr>
<tr>
<td></td>
<td>B) parked in a compound secured by locked gates.</td>
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<td></td>
<td>4 Damage by theft from any unattended vehicle unless</td>
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<td></td>
<td>A) the Property Insured is concealed in a glove compartment or locked luggage compartment</td>
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<td></td>
<td>and</td>
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<td></td>
<td>B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.</td>
</tr>
<tr>
<td></td>
<td>5 Damage to Property Insured resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.</td>
</tr>
<tr>
<td></td>
<td>6 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.</td>
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<td></td>
<td>7 Any Property that is insured on another policy.</td>
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<td></td>
<td>8 Damage caused by</td>
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<td></td>
<td>A) delay, confiscation or detention by order of any Government or Public Authority</td>
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<td></td>
<td>B) counterfeit, substitute or foreign coins.</td>
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<td></td>
<td>9 Damage as a result of any person obtaining any Property by deception.</td>
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<tr>
<td></td>
<td>10 Damage occurring outside the Territorial Limits.</td>
</tr>
<tr>
<td></td>
<td>11 Damage caused by pollution or contamination.</td>
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<tr>
<td></td>
<td>12 Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.</td>
</tr>
<tr>
<td></td>
<td>13 Damage commencing prior to the granting of cover under this Insurance.</td>
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<td>14 Damage caused by</td>
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<tr>
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<td>B) inherent vice, latent defect, wear and tear, depreciation, gradual deterioration or gradually operating cause, frost or change in the Water Table Level</td>
</tr>
<tr>
<td></td>
<td>but not subsequent Damage which itself results from other Damage which is covered by this Insurance.</td>
</tr>
</tbody>
</table>
What is covered

15 Damage caused by
   A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
   B) change in temperature, colour, flavour, texture or finish
   C) mechanical or electrical breakdown, failure or derangement

but not such Damage or subsequent Damage which itself results from other Damage which is covered by this Insurance.

16 Damage to Money and securities of any description.

17 Sonic Bangs
   Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

18 War and Allied Risks
   Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

19 Radioactive Contamination
   Damage or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
   A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

20 Terrorism
   Damage caused by or happening through or in consequence directly or indirectly of
   A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
   B) in Northern Ireland
      i) riot or civil commotion
      ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means 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.
What is covered

What is not covered

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
A) influence any government or any international governmental organisation or
B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.

21 Electronic Risk

A) Damage to Data which shall include but shall not be limited to
i) Damage to or corruption of Data whether in whole or in part
ii) unauthorised appropriation of use of access to or modification of Data
iii) unauthorised transmission of Data to any third parties
iv) Damage arising out of any misinterpretation, use or misuse of Data
v) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from
i) the transmission or impact of any Virus
ii) unauthorised access to a System
iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
iv) Failure of a System
v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from other Damage which is covered by this Insurance provided that such Damage does not arise by reason of any malicious act or omission.
Business Equipment and Business Stock Insurance – how We settle claims

If any of the Property Insured suffers Damage as covered under this Insurance We will pay You the amount of loss or at Our option reinstate or replace such Property Insured provided that Our liability shall not exceed the applicable sum insured shown in the Schedule.

We will pay You the cost of reinstatement which is

1. the cost of replacement by similar Property where the Property Insured is destroyed

2. the cost of repairing or restoring the damaged portions where the Property Insured is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Other considerations when settling any claims under this Insurance

Partial Damage

Where Damage occurs to only part of the Property Insured Our liability shall not exceed the amount which We would have been liable to pay had the Property Insured been wholly destroyed.

Plans and documents in support of the claim

You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.
Contractor’s All Risks Insurance

THE FOLLOWING INSURANCE SECTIONS ONLY APPLY WHERE THEY ARE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Section 1 – Contract Works

1. Damage to the Permanent and Temporary Works for which You are responsible occurring
   A) on the Contract site
   B) in transit by road, rail or inland waterway to or from the Contract site.

What is not covered

1. Your Contribution as shown in the Schedule.
2. Damage occurring outside the Territorial Limits.
3. Contracts in excess of the Sum Insured
   Damage to Permanent and Temporary Works which are the subject of any Contract with a value at commencement in excess of the Sum Insured shown in the Schedule.
4. Existing Structures
   Damage to any property forming or which formed the whole or part of any building or structure existing prior to the start of the Contract.
5. Completion
   Damage to the permanent works or any part of them
   A) in respect of which a Certificate of Completion has been issued by or to You
   B) which has been completed and handed over or
   C) which has been taken into use with Your permission for a purpose other than for the performance of the Contract or
   D) which on a Speculative Development arises after Substantial Completion.

   except as provided by Extensions to Cover 1.

6. Defective Property
   The cost of repairing, replacing or rectifying Defective Property or Permanent and Temporary Works which relies for its support or stability on any Defective Property.

7. Penalties under Contract
   Penalties under Contract for delay or non-completion or any loss caused by or arising from such penalties.

8. Relief under Contract
   Damage for which You are relieved of responsibility under any contractual agreement.

9. Non-Ferrous Metals
   Theft of unfixed non-ferrous metals of any description unless
   A) an authorised Employee or agent appointed by You is on the Contract site at the time of the theft
   or
   B) such property is contained within a securely locked hut or building.
What is covered

10 Nuclear Site Risks
Damage to Nuclear Material or any constructional work including decommissioning in or of any building, plant, equipment or other property which has been used is used or is designated to be used for the Production or Use of Nuclear Material without Our prior agreement.

Section 2 – Own Plant

1 Damage to Own Plant occurring whilst in Your custody and control.

1 Your Contribution as shown in the Schedule.

2 Damage occurring outside the Territorial Limits or at any Contract site not insured by this Policy.

3 Plant Offsite
Damage to Own Plant while such property is away from any Contract site unless it is temporarily
A) stored in a locked premises, compound or garage or
B) in transit but excluding
i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
ii) any loss from any vehicle which is away from the site of any Contract between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.

4 Breakdown
Damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.

5 Motor Vehicles
Damage to
A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
B) any mechanically propelled vehicle or plant that is otherwise insured
but not Damage to any mechanically propelled vehicle or plant which at the time of the Damage is being used at the Contract Site as a tool of trade or while it is being carried to or from such site.

6 Airborne or Waterborne Risks
Damage to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.
What is covered

Section 3 – Hired-In Plant

1. Your legal liability under the terms of Your hiring agreement to pay compensation for Damage to Hired-In Plant whilst in Your custody and control.

What is not covered

1. Your Contribution as shown in the Schedule.

2. Damage occurring outside the Territorial Limits or at any Contract site not insured by this Policy.

3. Plant Offsite
   Damage to Hired-In Plant while such property is away from any Contract site unless it is temporarily
   A) stored in a locked premises, compound or garage or
   B) in transit but excluding
      i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
      ii) any loss from any vehicle which is away from the site of any Contract between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.

4. Breakdown
   Damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.

5. Motor Vehicles
   Damage to
   A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
   B) any mechanically propelled vehicle or plant that is otherwise insured
   but not Damage to any mechanically propelled vehicle or plant which at the time of the Damage is being used at the Contract Site as a tool of trade or while it is being carried to or from such site.

6. Airborne or Waterborne Risks
   Damage to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.
What is covered

1 Normal Upkeep
   The cost of normal upkeep or normal making good.

2 Wear and Tear
   The costs making good by reason of wear, tear, rust, mildew or other gradual deterioration.

3 Money Damage
   Damage to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps.

4 Disappearance or Shortage
   Damage to Property Insured either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable Event.

5 War and Allied Risks
   Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or Damage to any property by or under the order of any government de jure or de facto or public municipal or local authority.

6 Radioactive Contamination
   Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
   A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

7 Sonic Bangs
   Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

8 Failure of a System
   Damage caused directly or indirectly by any Failure of a System resulting in Damage (whether direct or indirect) to any such System or to any other Property Insured unless Damage results from a Defined Peril.

9 Terrorism
   Damage caused by or happening through or in consequence directly or indirectly of
   A) Terrorism regardless of any other cause or event continuing concurrently or in any other sequence to the loss and
   B) in Northern Ireland civil commotion.

What is not covered

THIS INSURANCE ALSO DOES NOT COVER IN RESPECT OF SECTIONS 1, 2 AND 3

1 Normal Upkeep
   The cost of normal upkeep or normal making good.

2 Wear and Tear
   The costs making good by reason of wear, tear, rust, mildew or other gradual deterioration.

3 Money Damage
   Damage to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps.

4 Disappearance or Shortage
   Damage to Property Insured either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable Event.

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   Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
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   A) Terrorism regardless of any other cause or event continuing concurrently or in any other sequence to the loss and
   B) in Northern Ireland civil commotion.
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In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action suit or other proceedings We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.

10 Electronic Risk

A) Damage to Data which shall include but shall not be limited to

i) Damage to or corruption of Data whether in whole or in part

ii) unauthorised appropriation of use of access to or modification of Data

iii) unauthorised transmission of Data to any third parties

iv) Damage arising out of any misinterpretation, use or misuse of Data

v) Damage arising out of any operator error in respect of Data.

B) Damage to the Property Insured arising directly or indirectly from

i) the transmission or impact of any Virus

ii) unauthorised access to a System

iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication

iv) Failure of a System

v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.
## Extensions to Cover

THIS INSURANCE ALSO COVERS

### What is covered

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance or Defects Liability Period and I.C.E. Standard Conditions of Contract</td>
</tr>
<tr>
<td>A)</td>
<td>We will cover you for damage to the permanent works or any part of them during</td>
</tr>
<tr>
<td></td>
<td>any maintenance or defects liability period not exceeding 12 months duration or as otherwise specified in the Schedule but only in respect of damage for which you are liable arising from a cause occurring prior to the commencement of the maintenance period.</td>
</tr>
<tr>
<td>B)</td>
<td>a period of 14 days after the engineer has issued a Certificate of Completion where required under Clause 21 of the Institute of Civil Engineers’ Contract Conditions (Fifth Edition) if applicable (or any subsequent revision or substitution thereof).</td>
</tr>
</tbody>
</table>

Or for damage to

i) work actually being undertaken during such maintenance period solely in connection with your obligations under the contract to remedy a defect or complete any snagging list and

ii) any constructional plant insured under Section 2 or 3 for use in connection with such work. |

| 2       | Offsite Storage (applicable to Section 1 only) |
|         | Materials or goods designated for incorporation in the Permanent and Temporary Works while temporarily held in storage away from the site of the contract up to the point of their incorporation in the works. |

| 3       | Contract Price Increase (applicable to Section 1 only) |
|         | If the final price of the contract exceeds the sum insured shown in the Schedule for Permanent and Temporary Works then the sum insured shall be increased proportionately. |

| 4       | Immobilised Plant (applicable to Sections 2 and 3 only) |
|         | The cost of recovery or withdrawal of owned plant or hired-in plant which is unintentionally immobilised. |

### What is not covered

| 1       | Materials or goods being worked on in order to complete the contract. |
| 2       | Any amount in excess of 15% of the sum insured for permanent and temporary works shown in the Schedule or £25,000 whichever is the lower amount in respect of materials and goods stored at any one location. |

This limit does not apply where and to the extent that it is necessary for you to comply with Clauses 16 and 30.3 of the JCT Conditions of Contract or Clause 54(3) of the ICE Form of Contract or any equivalent contract conditions. |

| 1       | Any amount exceeding 125% of the sum insured for permanent and temporary works shown in the Schedule. |

| 1       | Recovery or withdrawal necessitated solely by reason of electrical or mechanical breakdown or derangement. |
What is covered

5 Other Interests

The interest in the Property Insured of any party entering into an agreement with You (or any principal of Yours) is noted in this insurance to the extent that the agreement entered into with You (or any principal of Yours) requires such interest to be noted and is in respect of that part of the Property Insured to which the agreement relates.

6 Indemnity to Principals

We will indemnify any employer or principal of Yours in respect of the cover provided by this Insurance but only to the extent required by the contract between You and such employer or principal provided that the employer or principal shall observe and be subject to the terms, exceptions and conditions of the insurance in so far as they can apply.

What is not covered
Contractor’s All Risks Insurance – how We settle claims

If any of the Property Insured described in the Schedule suffers Damage as covered under this Insurance during the Period of Insurance We will pay You the amount of loss or at our option repair, reinstate or replace such Property provided that Our liability shall not exceed the applicable Sum Insured or Limit of Liability shown in the Schedule.

How We settle claims for Damage to Contract Works

As long as the Damage is covered under this Insurance We will pay You.

Cost A
The cost of repair, reinstatement or replacement by similar Property less an appropriate deduction for wear and tear.

Cost B
The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the Property incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon You following the Damage provided that
1. the reinstatement is completed within twelve months of the occurrence of the Damage or
2. within such further time as We may allow in writing excluding
1. the cost of compliance with any of the above regulations or requirements relating to undamaged Property or undamaged portions of Property other than foundations
2. any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C
The cost of removing debris which is the cost incurred with Our consent in
1. removing and disposing of debris
2. dismantling or demolishing
3. shoring up or propping
4. cleaning or repairing drains and service mains on site
of the portion or portions of the Permanent and Temporary Works subject to Damage excluding any costs or expenses arising from pollution or contamination of Property not insured by this Insurance.

Cost D
The cost of professional fees which are architects’, surveyors and consulting engineers’ fees necessarily incurred in the repair, reinstatement or replacement of the Permanent and Temporary Works excluding fees
1. incurred for preparing any claims
2. that exceed those authorised under the scales of the various institutes and bodies regulating such charges.

How We settle claims for Damage to Own Plant and Hired-In Plant

As long as the Damage is covered under this Insurance We will pay You the cost of repair, reinstatement or replacement by similar Property less an appropriate deduction for wear and tear provided that Our liability shall not exceed the applicable Sum Insured or Limit of Liability shown in the Schedule.

Other considerations when settling any claims under this Insurance

Automatic reinstatement following a claim

The sums insured (or any other restriction on the amount of Our liability) will not be reduced by the amount of any claim provided that You shall pay an additional premium at a rate to be agreed on the amount of each claim for the period from the occurrence of Damage to the date of the expiry of the Period of Insurance.

Partial Damage
Where Damage occurs to only part of the Property Our liability shall not exceed the amount which We would have been liable to pay had the Property been wholly destroyed.

Plans and documents in support of the claim
You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.

Sub-Contract Works
For any Contract where You are acting as the main contractor a Certificate of Completion will be deemed not to apply to a Certificate of Completion issued in respect of sub-contract work or works where such a certificate transfers responsibility for such works to You.

Series Losses
Where Damage of or to the Property Insured on any one Contract site arises during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake it shall be deemed to be a single Event and constitute one loss with regard to the application of Your Contribution.
Defective Property

Property Insured shall not be regarded as having suffered Damage solely by virtue of the existence of Defective Property.

Expediting Expenses

The cost of replacement or repair or reinstatement payable under this Insurance shall subject to Our written consent include the additional costs of overtime, weekend and shift working, plant hire charges or express delivery (including air freight) necessarily incurred in expediting repair, reinstatement or replacement of such Damage up to £50,000 in respect of any one occurrence of Damage.

Rights of Recovery

Any claimant under this Policy shall at Our request and at Our expense take and permit to be taken all necessary steps in Your name for enforcing rights against any other party before or after any payment is made by Us.

We will not pursue any rights against:

1. any company being parent of or subsidiary to You or any company which is a subsidiary of a parent company of which You are also a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

2. any sub-contractor engaged by You if the Contract is being performed under the JCT Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions (or the equivalent thereof) but this shall only apply to the extent that such waiver of subrogation is required in the above mentioned Amendments and only in so far as such waiver is required by the sub-contract.

Requirements which You must comply with to benefit from cover under this Insurance

Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 30 days You must tell us immediately in writing and provide us with the details of work completed and outstanding. On receipt of such notice We may at Our discretion agree to continue this Insurance at special terms to be agreed.

Access to the Property Insured

You shall give to Us and every person authorised by Us access to the Property Insured at all reasonable times.

Reasonable Care

On the happening of any Damage You shall take all reasonable care to do or permit to be done everything that is reasonably practicable to avoid or reduce the Damage and to prevent repetition.
Personal Accident Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

We will pay You the appropriate Benefit if during the Operative Time as shown in the Schedule an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement.

The appropriate Benefit below is payable in accordance with the amounts per Employee Type detailed in the Schedule, subject to the Aircraft Accumulation Limits and Maximum Incident Limit shown.

Benefits

1. Death
2. Loss of Limb or Loss of Eye
   a) two or more limbs or both eyes or one of each
   b) one limb or one eye
3. A) Permanent total loss of speech
   B) Permanent total loss of hearing in both ears
   C) Permanent total loss of hearing in one ear
4. Permanent Total Disablement from gainful employment of any and every kind
5. Temporary Total Disablement from the Insured Person’s usual occupation in the Business
6. Temporary Partial Disablement from at least 50% of the Insured Person’s usual occupation in the Business

What is not covered

We will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

1. Activities
   the Insured Person engaging in or practicing for any of the following excluded activities
   a) flying other than as a passenger
   b) motorcycling as a rider or passenger
   c) parachuting
   d) racing other than on foot or in dinghies
   e) winter sports other than curling or skating.

2. Conditions
   a) the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
   b) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
   c) the Insured Person having a physical or mental defect of any sort which was known to them when the Policy was issued or at renewal unless the defect has been notified to and been accepted in writing by Us
   d) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

3. War and Allied Risks
   war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

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

5. Radioactive Contamination
   radioactive contamination (not resulting from bodily injury following an Accident)
What is covered

6. A) the Insured Person being permanently seconded overseas or seconded to the UK from overseas on a temporary basis
B) any Business trip exceeding 31 days in duration
C) regular visits to overseas installations
D) any manual work undertaken whilst travelling
E) Business travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country)
F) the Insured Person being 75 years or older.

What is not covered

A) the Insured Person being permanently seconded overseas or seconded to the UK from overseas on a temporary basis
B) any Business trip exceeding 31 days in duration
C) regular visits to overseas installations
D) any manual work undertaken whilst travelling
E) Business travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country)
F) the Insured Person being 75 years or older.
## Extensions to Cover

**THIS INSURANCE ALSO COVERS**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following extensions are payable in addition to any Benefit paid under Benefits 1–6 of the Insurance subject to the <strong>Maximum Incident Limit</strong> shown in the Schedule.</td>
<td></td>
</tr>
<tr>
<td>1 Medical Expenses</td>
<td></td>
</tr>
<tr>
<td>If during the <strong>Operative Time</strong> the <strong>Insured Person</strong> sustains bodily injury following an <strong>Accident</strong> which within two years is the sole and independent cause of the incurring of <strong>Medical Expenses</strong> in the treatment of the <strong>Insured Person</strong> We will pay up to 25% of any amount paid under Benefits 1–6 subject to a limit of £3,000 any one <strong>Insured Person</strong>.</td>
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<tr>
<td>2 Coma Benefit</td>
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</tr>
<tr>
<td>If during the <strong>Operative Time</strong> the <strong>Insured Person</strong> sustains bodily injury following an <strong>Accident</strong> which within 90 days is the sole and independent cause of the <strong>Insured Person</strong> being in a continuous unconscious state We will pay £25 per full 24 hours up to a maximum of 52 weeks any one <strong>Insured Person</strong> while they remain in a continuous unconscious state.</td>
<td></td>
</tr>
<tr>
<td>3 Commuting Expenses</td>
<td></td>
</tr>
<tr>
<td>If during the <strong>Operative Time</strong> the <strong>Insured Person</strong> sustains bodily injury following an <strong>Accident</strong> which within two years is the sole and independent cause of the <strong>Insured Person</strong> sustaining disablement from at least 50% of the <strong>Insured Person</strong>'s usual occupation in the <strong>Business</strong> We will pay expenses for additional commuting costs necessitated to aid the <strong>Insured Person</strong>'s return to work at <strong>Your</strong> request up to £50 per week up to a maximum £250 any one <strong>Insured Person</strong>.</td>
<td></td>
</tr>
<tr>
<td>4 Dependents Benefit</td>
<td></td>
</tr>
<tr>
<td>If during the <strong>Operative Time</strong> the <strong>Insured Person</strong> sustains bodily injury following an <strong>Accident</strong> which within two years is the sole and independent cause of Death for which Benefit 1 is paid We will pay an additional 2% per child provided they are A) unmarried and dependent and B) under 18 years of age or under 25 years of age if in full-time education subject to a maximum of £5,000.</td>
<td></td>
</tr>
<tr>
<td>5 Hospitalisation</td>
<td></td>
</tr>
<tr>
<td>If during the <strong>Operative Time</strong> the <strong>Insured Person</strong> sustains bodily injury following an <strong>Accident</strong> which within 2 years is the sole and independent cause of the <strong>Insured Person</strong> being admitted to <strong>Hospital</strong> on the recommendation of a <strong>Medical Practitioner</strong> We will pay £25 per full 24 hours up to a maximum of 52 weeks any one <strong>Insured Person</strong> while they are a <strong>Hospital</strong> in-patient.</td>
<td></td>
</tr>
</tbody>
</table>
What is covered

6 Paralysis

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering paralysis We will pay the following Benefit

A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4

B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.

What is not covered
Personal Accident Insurance – how We settle claims

Benefit shall not be payable in respect of any one Insured Person under more than one of the Benefits 1 - 4 in connection with the same Accident.

No claim for Disablement shall be payable under Benefits 2 to 4 until such time as reasonable evidence has been provided to Us to show that such Disablement is permanent and that there is no reasonable expectation of recovery.

We will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 - 4 in connection with the same Accident.

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 - 4.

If an Insured Person suffers Death or Disablement as a result of exposure to the elements We will consider that as having been caused by bodily injury following an Accident.

The most We will pay in respect of Benefits 5 and 6

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

We will not pay more per week than

A) the Insured Person's average weekly wage in respect of Benefit 5

B) 50% of the Insured Person’s average weekly wage in respect of Benefit 6.

Disappearance

In the event of disappearance of the Insured Person if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of bodily injury following an Accident the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to Us.

Minors

If the Insured Person is under the age of 16

A) the maximum amount We will pay in respect of Benefit 1 will be limited to a maximum of £10,000

B) no amount will be payable under Benefit 5 or 6.

Other considerations when settling claims under this Insurance

Assignment

We will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Insurance.

Interest

Interest will not be added to any amount paid under this Insurance.

Other Interests

Your receipt shall discharge Our liability to pay any amount in respect of a claim. The Insured Person or the Insured Person’s personal representatives shall have no right to claim from or sue Us if there is more than one Policyholder specified in the Schedule having an interest in the Insured Person the settlement made by Us shall represent the total amount payable in respect of that Insured Person for all interests covered by this Insurance.
Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 – Employment

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The defence of any Legal Proceedings, brought in an employment tribunal, arising from a dispute with an Employee, ex-Employee or prospective Employee related to: A) the contract of employment with You B) actual or alleged breaches of their statutory rights under employment legislation</td>
<td>1. Any amount in excess of the £100,000 for Any One Claim.</td>
</tr>
<tr>
<td>2. The pursuit of any Legal Proceedings to recover possession of premises which are owned by You but occupied by Your Employee or ex-Employee</td>
<td>2. Legal Expenses arising from or relating to: A) any benefit due under a contract of employment B) any payment made in respect of redundancy C) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970 D) any claim where You do not appoint the Appointed Representative in accordance with Requirement 4 A) i)</td>
</tr>
</tbody>
</table>

provided that

i) You have sought and followed advice from Our Legal Advice service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an Employee’s contract of employment or dismissing an Employee (whether or not by reason of redundancy)

ii) You agree to appoint Our Administrator’s approved consultant as Your Appointed Representative in accordance with Requirement 4 A) i).

E) any dispute that arises within three months of the inception of the Insurance

F) a dispute within the first six months of the Insurance where a warning was given to an Employee six months prior to the inception of the Insurance

G) any compensatory award made against You relating to: i) trade union activities including membership or non-membership ii) pregnancy, maternity or paternity rights

H) any award made because of Your failure to provide written reasons for dismissal

I) any compensatory award specified in a reinstatement or re-engagement order or made because of Your failure to provide written reasons for a dismissal

J) any awards to the extent that they relate to contractual rights accruing to the Employee, ex-Employee or prospective Employee prior to the actual or alleged breach of the actual or alleged contract of employment

K) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

L) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 2 – Prosecution

What is covered

The defence of any Legal Proceedings arising from Your prosecution in a Court of criminal jurisdiction.

The cover provided under this Section will apply to any other Insured Person in like manner to You at Your request.

What is not covered

1. Any amount in excess of the £100,000 for Any One Claim.

2. Legal Expenses

   A) arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft

   B) arising from or relating to any Legal Proceedings relating to any alleged deliberate or intentional act unless charges are dismissed or You are acquitted

   C) incurred in a Magistrates’ Court that are in excess of what would be allowed if a full Representation Order had been granted

   D) incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order

   E) in respect of a claim where it is alleged that You have breached the terms and conditions of a Representation Order

   F) arising from or relating to a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

   G) Any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 3 – Property

What is covered

The pursuit or defence of Legal Proceedings relating to

1 the possession of freehold or leasehold Property owned or occupied by You

2 any negligent act, omission or nuisance caused by a third party relating to Property owned by You or for which You are legally responsible other than motor vehicles, aircraft or watercraft

3 provided that
   A) You have suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended
   B) You agree to use alternative dispute resolution to attempt to settle any dispute if Our Administrator considers it to be appropriate
   C) the Property has been disclosed to Us in writing.

What is not covered

1 Any amount in excess of the £100,000 for Any One Claim.

2 Legal Expenses arising from or relating to
   A) any review of the Rent payable for leasehold Property
   B) the recovery of Rent payable
   C) freehold title, lease, tenancy or licence disputes
   D) mining or other subsidence or heave
   E) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   F) a contract entered into by You
   G) any dispute
      i) arising from the compulsory purchase, confiscation, nationalisation, requisition or Damage to any freehold or leasehold Property
      ii) over restrictions or controls placed on any freehold or leasehold Property
      iii) arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works by or on behalf of any government, public or local authority, except in so far as the claim relates to Damage arising from such activities
   H) any dispute relating to
      i) goods in transit
      ii) goods lent or hired to third parties
      iii) goods at premises other than those occupied by You unless they are at such premises for the purpose of installation or use in work to be carried out by You.
   I) Any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 4 – Taxation

What is covered

1. Entering a response to a Full Enquiry or Aspect Enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998. This includes responding at a tribunal hearing.

2. Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with Your PAYE or National Insurance Contribution affairs.

3. An appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.

What is not covered

1. Any amount in excess of
   A) £5,000 Any One Claim for all Taxation claims that are Aspect Enquiries
   B) £25,000 Any One Claim for all Taxation claims that are Full Enquiries

2. Legal Expenses arising from or relating to
   A) any tax avoidance scheme undertaken by You
   B) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations
   C) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance
   D) any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising
   E) Your actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown We shall be entitled to recover any claim settlement made in this respect
   F) any issue of law practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are otherwise covered under this Insurance
   G) any enquiry arising from an enquiry into earlier year’s tax return(s) or a tax return already under enquiry
   H) enquiries into tax returns that were filed after the

3. statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing
   A) any criminal prosecution
   B) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.
   C) Any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 5 – Contract

What is covered

The pursuit or defence of Legal Proceedings arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire provision or supply of goods or services provided that

1. the total amount in dispute does not exceed £5,000 for Any One Claim
2. You entered into the contract or alleged contract during the Period of Insurance.

What is not covered

1. Your contribution of £100
2. Legal Expenses arising from or relating to
   A) an undisputed debt owed to You
   B) any licence or franchise agreements
   C) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
   D) the letting or tenancy of Property
   E) any computer software or hardware that has been tailored by or on behalf of a supplier or You
   F) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any Property
   G) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
3. Any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Jury Service Allowance
   The loss of income, salary or wages of any Insured Person in respect of that person’s obligation to attend Court for jury service insofar as it is not recoverable from the relevant Court provided that such attendance commences during the Period of Insurance and within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2 Witness Attendance Allowance
   The actual loss of earnings incurred when any Insured Person is absent from work attending Court as
   A) a witness for You at the request of the Appointed Representative
   Or
   B) a defendant
   provided that a claim has been admitted under ‘What is covered’.

What is not covered

1 Any amount in excess of £10,000 in any one Period of Insurance
2 Any amount in excess of
   £750 per day for any director or partner of Yours
   £500 per day for any Employee

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF ALL SECTIONS AND EXTENSIONS)

Legal Expenses in respect of
1 any matter to which Our Administrator has not given their written consent
2 the defence of any civil Legal Proceedings made or brought against You arising from any actual or alleged
   A) death, bodily injury, disease or illness of any person
   B) Damage to any Property including loss of use of such Property
   C) breach of any professional duty
   D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation
3 any non-contentious matters
4 any fees that are in excess of the Standard Legal Expenses where You have nominated Your own representative to act as the Appointed Representative
5 any Legal Proceedings brought or transferred outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or Legal Expenses incurred outside such territories
6 any Legal Proceedings where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial valuation of Your claim
## What is covered

7 any **Legal Proceedings** for which **You** are covered or entitled to be covered under any other insurance policy or any policy which **You** are required to hold by law.

8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this **Policy** and which **You** knew (or ought reasonably to have known) was likely to give rise to **Legal Proceedings**.

9 any **Legal Proceedings** arising from
   
   A) **You** intentional wrongdoing
   
   B) an act or omission with reckless disregard as to its consequences

10 any dispute between **You** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at **Your** request.

11 damages, fines or penalties of any nature incurred by **You** in **Legal Proceedings**.

12 any VAT attaching to **Legal Expenses** incurred with **Our Administrator**'s consent which is recoverable by **You**.

13 the defence of any **Legal Proceedings** arising from or relating to **Your** actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended.

14 the pursuit or defence of any action alleging defamation or malicious falsehood.

15 the pursuit or defence of any **Legal Proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information.

16 the pursuit or defence of **Legal Proceedings** between **You** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law.

17 an application for judicial review.

18 the defence of any **Legal Proceedings** arising from or relating to seepage, pollution or contamination of any kind.

19 any **Legal Proceedings** arising directly or indirectly from
   
   A) the transmission or impact of any **Virus**
   
   B) **Failure of a System**

but this does not apply to any claim relating to compensation for bodily injury.

20 any **Legal Proceedings** directly or indirectly caused by or contributed to or arising from
   
   A) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   
   B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## What is not covered

10 any **Legal Proceedings** for which **You** are covered or entitled to be covered under any other insurance policy or any policy which **You** are required to hold by law.

11 damages, fines or penalties of any nature incurred by **You** in **Legal Proceedings**.

12 any VAT attaching to **Legal Expenses** incurred with **Our Administrator**'s consent which is recoverable by **You**.

13 the defence of any **Legal Proceedings** arising from or relating to **Your** actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended.

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   A) the transmission or impact of any **Virus**
   
   B) **Failure of a System**

but this does not apply to any claim relating to compensation for bodily injury.

20 any **Legal Proceedings** directly or indirectly caused by or contributed to or arising from
   
   A) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   
   B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Legal Expenses Insurance – how We settle claims

We will pay the amount of Legal Expenses arising from any Legal Proceedings covered by this Insurance that

A) are notified to Us during the Period of Insurance

and

B) arise from the conduct of Your Business

and

C) are made by or brought against You or any other Insured Person, within the jurisdiction of a Court within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay You a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the Legal Expenses. Such a decision will be entirely at Our Administrator’s discretion and will be in full and final settlement of Your claim.

In circumstances where Our Administrator has chosen a representative to act on Your behalf as detailed in Requirement 4 A) We will pay Legal Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where You have chosen Your own Appointed Representative

i) any Legal Expenses incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and the claim is covered under all other terms and conditions of this Insurance

ii) We will not pay more than Standard Legal Expenses.

Acts of Parliament

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
Requirements which You must comply with to benefit from cover under this Insurance

1 Notification of Claims

It is a requirement of this Insurance that You must notify Us in writing immediately You are aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving You. We will pass notification to Our Administrator who will then administer claims settlement.

Where such notification has been given We agree to treat any subsequent Legal Proceedings in respect of the circumstances notified as though the Legal Proceedings had been made or brought during the Period of Insurance.

If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal You must immediately forward it to Our Administrator with form ET3 (Notice of Appearance By Respondent) which should be left blank. In view of the 28 days statutory time limit this must be done immediately.

Failure to comply with this Special Procedure may result in Us not paying Your Legal Expenses claim.

2 Consent

Our Administrator's consent to pay Legal Expenses must be obtained in writing. Legal Expenses incurred before such consent is given will not be covered.

Consent will be given if You can satisfy Our Administrator that:

A) there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and

B) it is reasonable in all the specific circumstances of the case for Legal Expenses to be provided.

The decision to grant consent will take into account the advice of Your Appointed Representative as well as that of Our Administrator's own advisers. Our Administrator may require, at Your expense, an opinion of Counsel on the merits of the Legal Proceedings. If the claim is subsequently admitted Your costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of Legal Proceedings You no longer satisfy requirements 2 A) and B) above We may discontinue cover in respect of this claim.

If You decide to commence or continue Legal Proceedings for which Our Administrator has denied support under 2 A) above and You are successful, We will pay Legal Expenses as if Our Administrator had given their consent in the first instance.

3 Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that You must take all reasonable measures to minimise the risk or likelihood of claims and the cost of Legal Proceedings. This includes, but is not limited to, You and Your agent or Appointed Representative complying with any pre-action protocol, costs protocol or other protocol that applies to any Legal Proceedings which form the basis of a claim under this Insurance.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.

4 Conduct of Legal Proceedings

A) Nomination of the Appointed Representative

i) In respect of any claim where We may be liable to pay an award of compensation under Section 1 or Section 5 Our Administrator has the right to choose the Appointed Representative.

ii) In respect of all other claims covered by this Insurance

At the point where Court papers need to be issued or have been received or where there is a conflict of interest You are free to choose a suitably qualified Appointed Representative.

Where You have selected an Appointed Representative of Your own choice We will only pay Standard Legal Expenses. Any amount in excess of Standard Legal Expenses will be Your own responsibility.

In selecting the Appointed Representative You have a duty to minimise the cost of Legal Proceedings.

If Your choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case We will not pay for this work to be done. If there is any disagreement as to whether Legal Proceedings are necessary You can take the matter to an independent arbitrator as detailed in Requirement 4 J).

iii) In the period before Our Administrator agrees that Legal Proceedings are necessary Our Administrator reserves the right to seek to obtain a settlement on Your behalf. The settlement will be subject to Your agreement which You will not unreasonably refuse.

Any representative is appointed in Your name to act for You.

B) All information to be given to the Appointed Representative

The Appointed Representative must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in Your possession. You must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. You owe the same obligations to Our Administrator as to the Appointed Representative.
C) Access to the Appointed Representative

Our Administrator is entitled to obtain from Your Appointed Representative any information, document or advice relating to a claim under this Insurance whether or not privileged.

On request You will give any instructions necessary to ensure such access.

D) Instruction of counsel or appointment of expert witnesses

If the Appointed Representative wishes to instruct counsel or appoint expert witnesses Our Administrator will not unreasonably withhold their consent. The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

E) Claims below the small claims track limit

Where a claim for Legal Expenses is unlikely to exceed the small claims track limit Our Administrator may carry out their own investigation and may attempt to negotiate a settlement. You will not unreasonably withhold agreement to any such settlement.

F) Offer of settlement

You must inform Our Administrator in writing as soon as an offer to settle Legal Proceedings is received or a payment into Court is made. You will not unreasonably withhold consent to the Appointed Representative making an offer to settle the Legal Proceedings.

You must not enter or offer to enter into any agreement to settle without Our Administrator’s prior written consent. Any such agreement must take into account Our interest in the recovery of costs.

If You unreasonably withhold agreement to a settlement Our Administrator reserves the right to withdraw Our support.

G) Withdrawal by You

Where We have provided cover for Legal Expenses and You withdraw from the Legal Proceedings without Our Administrator’s agreement We shall be entitled to reimbursement for all Legal Expenses paid.

H) Payment of legal expenses

All bills relating to any Legal Proceedings which You receive from the Appointed Representative should be forwarded to Our Administrator without undue delay.

Bills must be certified by You to the effect that the charges have been properly incurred and that Our Administrator is authorised to settle on Your behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested You must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or Court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any Legal Expenses does not imply that all Legal Expenses will be paid. If You are in doubt Our Administrator should be consulted.

You must not, without Our Administrator’s written consent, enter into any agreement with the Appointed Representative as to the payment of Legal Expenses.

I) Recovery of costs and expenses

You, through the Appointed Representative, will be responsible for the repayment to Us of any

i) awards of costs in favour of You or

ii) costs agreed to be paid to You as part of any settlement.

When the total amount of Legal Expenses incurred is within £100,000 You and We will share any Legal Expenses that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the £100,000 You and We will have priority over any other parties with an interest in any costs recovery. You and We shall share such recovery according to the proportion paid, subject to Our right of recovery being restricted to £100,000.

J) Arbitration

Any dispute between You and Us in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in Our favour Our costs shall not be recoverable under this Insurance.

5 Appeal Procedure

Our Administrator’s consent must be obtained if You wish to appeal against the judgment of a Court. A writen application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal.

Our Administrator will inform You of their decision.

You must co-operate in an appeal against the judgment of a Court at Our Administrator’s request.

6 Record Keeping

It is a requirement of this Insurance that You must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.
Claims Conditions

1 Making a Claim
Where an Event which could give rise to a claim under this Policy happens You will

A) tell Us as soon as reasonably practicable and no later than 30 days of Your becoming aware of the Event or occurrence and provide Us with all information and help We reasonably require in respect of the claim and where requested by Us and at Your expense, written details containing as much information as possible on the Event, Damage, accident or injury including (to the extent possible) the amount of the claim

B) notify the police within 24 hours of Damage caused by malicious persons or thieves

C) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent

D) pass to Us immediately, unanswered, all communications from third parties in relation to any Event which may result in a claim under this Policy

E) tell Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document You receive in relation to any such matter

F) provide Us with such books of account or other business books or documents or such proofs as may reasonably be required by Us for investigating or verifying the claim

G) provide to Us (if required) a statutory declaration of the truth of the claims and any related matter.

Failure to comply with any of these conditions may result in Us not paying Your claim.

2 Our Control Of Claims
We will be entitled

A) on the happening of any Damage to take and keep possession of the property insured; to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing Our right to rely on any conditions of this Policy. This Policy will be proof of leave and license for such purpose

B) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any Event insured by this Policy. You will give all information and assistance reasonably required

C) to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably practicable but You will not be entitled to abandon any property to Us

D) at Our option to repair or replace the property or any part of the property for which We may be liable under this Policy provided that We will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Other Insurance
If You claim under this Policy for something which is also covered by another policy We will only pay for the following amounts

A) In respect of Liabilities Insurance

Any amount beyond that which would have been payable under such other insurance had this Policy not been effected. This condition does not apply to the Contingent Motor Liability cover under Section 2 Public Liability/Product Liability.

Where a claim includes the defence of criminal proceedings brought in or appeal against conviction We will not pay the costs and expenses where cover for these is provided by any other insurance or where but for the existence of this Policy they would have been covered by such insurance.

B) In respect of all other insurances under this Policy

Our proportionate share of the claim.

4 Arbitration (Not applicable to Liabilities Insurance)
If there is any disagreement between You and Us as to the amount to be paid under this Policy, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour Your costs shall not be recoverable under this Policy. This procedure does not prejudice any right of recourse You have to any other complaints procedure to which We subscribe or to the courts.

5 Notice of Adjudication (Not applicable to Liabilities Insurance)
You shall on receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day after) by telephone to Us.
Policy Conditions

1 Alteration of Risk
No cover shall be provided under this Policy if and to the extent that any Damage arises as a result of any material alteration to or of
the Business or
Property
during the Period of Insurance of this Policy.

2 Change of Status
This Policy shall be automatically terminated if and when
A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
or
B) You cease to have an interest that is insurable.
However, this right to avoid the Policy does not apply in the event of Your death.

3 Basis of Rating
The premium is based on the total Number of Workers shown under Employee Type in Your Statement of Fact. You must tell Us immediately if this number changes and pay any extra premium which may be necessary subject to the provisions of Sections 1 and 2 of Liabilities Insurance in respect of Temporary Workers (Extensions to Cover 3 and 7 respectively).

4 Cancelling the Policy
You may cancel this Policy by informing Us in writing and cancellation will be effective from the date of receipt of Your instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover the cancellation will only be effective from the date of return of the Certificate(s) to Us.

We may cancel this Policy by sending 30 days written notice to Your last known address.

In the event of cancellation We will refund the premium You paid for the rest of the insurance period. We will do this only if You have not made a claim during the Period of Insurance.

5 Cancellation of Your Fixed Sum Loan Agreement
Where We have agreed to You paying Your premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, We reserve the right to terminate Your Policy and You will no longer be insured by Us.

If Your monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, We reserve the right to also terminate that linked loan agreement.

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

7 Law Applicable
Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both You and We may choose the law which applies to this contract, to the extent permitted by those laws. Unless You and We agree otherwise in writing We have agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You are based or, if You are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which You are based.

We and You have agreed that any legal proceedings between You and Us in connection with this contract will only take place in the courts of the part of the United Kingdom in which You are based or, if You are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which You are based.

8 Observance of Terms
Failure to comply with any of the terms and conditions of the Policy where they are material or relevant to any loss may entitle Us to reduce or avoid Your claim.

9 Our Liability
All the sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in this Policy, will apply as maximum limits to Our liability irrespective of the number of Persons Entitled to Indemnity under this Policy.

For all purposes, including, but not limited to the application of sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in the Policy, the definition of You shall constitute one insured party, and there shall only be one contract of insurance between that insured party and Us.

10 Reasonable Precautions
You must at Your own expense take all reasonable steps to prevent or minimise any Damage or any Injury to Employees or the public.

If You discover any defect or danger, You must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.
11 Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to You or Us at the last known address.

If the whole or any part of the Policy is cancelled We shall if and to the extent that it does not breach any Prohibition give You a full refund of premium for any unexpired period of cover. We will do this only if You have not made a claim during the Period of Insurance.

For the purposes of this condition Prohibition shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

12 Asbestos

Unless agreed by Us in writing to the contrary, You must ensure that You only undertake visual inspections in relation to Asbestos and when coming into contact with Asbestos, Asbestos Dust or Asbestos Containing Materials You always stop work and employ a licensed Asbestos contractor.

Failure to comply with any of these requirements may result in Us not paying Your claim.
Definitions – Words with special meanings

**Accident**
A sudden unexpected unforeseen and identifiable Incident

**Administrator**
A third party provider appointed by Us to administer claims in respect of Legal Expenses Insurance on Our behalf.

**Aircraft Accumulation**
All Insured Persons travelling in any aircraft or airship.

**Aircraft Products**
Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by You or by others trading under Your name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

**Any One Claim**
All Legal Proceedings (including any appeal against judgment) arising from or relating to the same Event.

**Appointed Representative**
A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for You in accordance with the terms and conditions of Legal Expenses Insurance.

**Asbestos**
Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

**Asbestos Containing Materials**
Any material containing Asbestos or Asbestos Dust

**Asbestos Dust**
Fibres or particles of Asbestos

**Aspect Enquiry**
An examination by HM Revenue and Customs into one or more specific aspects of Your self-assessment tax return.

**Business**
That shown in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

1. ownership, repair and maintenance of Your own property
2. provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
3. fire and security services maintained solely for the protection of premises which You own or occupy
4. private work undertaken by any Person Employed for any of Your directors, partners or Employees with Your prior consent
5. attendance at or participation in Exhibitions by any Employee or director in connection with their employment but excluding any work undertaken Offshore

**Business Equipment**
Equipment owned by You or for which You are legally responsible in connection with the Business excluding Tools and Equipment

**Business Stock**
Stock and materials in trade.

**Commuting**
While in the course of daily travel directly between residence (normal or temporary) and place of Business (normal or temporary).

**Contract(s)**
All constructional work undertaken by You in the course of the Business at any Contract site within the Territorial Limits but excluding any work which involves:

1. an original Estimated Contract Price in excess of the Sum Insured for Permanent and Temporary Works shown under Section 1 of Contractor’s All Risks Insurance in the Schedule
2. a Contract period in excess of 12 months (excluding the maintenance period)
3. demolition unless it forms part of a contract undertaken by You for rebuilding, alteration maintenance or repair
4. the construction of or any work in or on airports, aircraft, watercraft, collieries, mines, gas, petrochemical and chemical works, railways, railway installations, power stations, oil refineries, fuel depots, quarries, offshore rigs or platforms
5. the construction, alteration, maintenance and repair of bridges, viaducts, subways, chimney shafts, blast furnaces, steeples, tunnels, docks, piers or wharves, motorways or dams
6. piling, underpinning, the use of explosives or work in or on or adjacent to rivers, lakes and tidal waters
7. the handling, storage or transport of any hazardous substances such as gases, Asbestos, radioactive substances or toxic chemicals.

**Contribution**
The first part of each and every claim as shewn in the Schedule which You and We have agreed will be paid by You.

**Court**
A Court or other competent authority.

**Data**
Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.
Damage
Accidental loss, destruction or damage.

Defective Property
Property Insured which is defective in design, plan, specification, materials or workmanship.

Defined Peril
Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip.

Disablement
In respect of Personal Accident Insurance
• as detailed in Benefits 2 to 6.

Employee(s)
Any individual under a contract of service or apprenticeship with You.

Estimated Contract Price
The sum agreed between You and Your principal or employer as payment for completion of the Permanent and Temporary Works or where there is no principal or employer the value of the works to be completed at a single Contract site.

Event(s)
One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Failure of a System
The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your Business activities.

Full Enquiry
An examination by HM Revenue and Customs into all aspects of Your self-assessment. It does not include examinations which are limited to Aspect Enquiries.

Great Britain
England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Hired-in Plant
Constructional plant and equipment and Temporary Buildings which You have hired for use in connection with the Contracts excluding Tools and Equipment.

Hospital
Any institution which meets fully every one of the following criteria
1 maintains permanent and full time facilities for the care of overnight resident patients and
2 has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
3 continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
4 is not other than incidentally an institution which provides full time facilities for
A) mentally ill or mentally handicapped persons
B) nursing or convalescing
C) aged persons of 70 years or more
D) drug addicts
E) alcoholics.

Incident
All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Injury
In respect of Liabilities Insurance Sections 1 and 3 (Part A)
• Bodily injury, death, disease or illness.
In respect of Liabilities Insurance Sections 2 and 3 (Part B)
• Bodily injury, mental injury, death, disease or illness.

Insured Person (Legal Expenses Insurance)
You or Your directors, partners or Employees.

Insured Person (Personal Accident Insurance)
Any person described under Employee Type in the Schedule resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years.

Legal Expenses
1 Fees
Any fees and disbursements reasonably and properly incurred by the Appointed Representative or by Our Administrator in connection with any Legal Proceedings. Where You have chosen Your own Appointed Representative.

We will not pay more than Standard Legal Expenses.
2 Costs
Any costs payable by You following
A) an award of costs by any Court
or
B) an out-of-court settlement made in connection with any Legal Proceedings. You must have obtained Our Administrator’s agreement to any such settlement in accordance with Requirement 4 F).

3 Basic and Compensatory Awards (in respect of Section 1 of Legal Expenses Insurance)
A) A basic or compensatory award of compensation which You must pay as a result of judgment in a dispute under employment legislation
or
B) an out-of-court settlement of a claim under 3 A) above to which Our Administrator has given their prior written consent.

Legal Proceedings
The pursuit or defence of legal or taxation disputes.

Limit of Indemnity
The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

Limit of Liability
The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

Loss of Eye
Permanent and total loss of sight which will be considered as having occurred
1 in both eyes if the Insured Person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2 in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

Loss of Limb
In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Maximum Incident Limit
The maximum amount We will pay under this Insurance or any other policy of Personal Accident insurance issued by Us in Your name in respect of all losses and all Insured Persons arising out of the same Incident inclusive of the Aircraft Accumulation Limits shown in the Schedule.

The duration of any one Incident is limited to 72 consecutive hours and no loss which occurs outside this period will be included in that Incident Medical Expenses
The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and ambulance charges.

Medical Expenses
The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and ambulance charges.

Medical Practitioner
Any legally qualified medical practitioner other than
1 an Insured Person
2 a member of the immediate family of an Insured Person
3 Your Employee.

Microchip
A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

Money
Being both Negotiable Money and Non-Negotiable Money.

 Negotiable Money
Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers’ drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

 Non-Negotiable Money
Crossed cheques (other than pre-signed blank cheques), crossed banker’s drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

North America
The United States of America or Canada or any other territory within the jurisdiction of either such country.

Notice of Adjudication
Any notice issued to a party to a Contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the Contract to Adjudication.
Nuclear Material

1 Nuclear fuel other than natural or depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material and

2 radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radio isotopes or Production or Use of Nuclear Material.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Operative Time

1 24 hour
   At any time.

2 Employment Only
   A) While engaged on the Insured Person’s occupation in Your Business
   Or
   B) While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the Insured Person’s employment with You
   Or
   C) At any time while travelling on Your Business.
   Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey excluding Commuting.

3 Employment including Commuting
   A) While engaged on the Insured Person’s occupation in Your Business
   Or
   B) While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the Insured Person’s employment with You
   Or
   C) At any time while travelling on Your Business.
   Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey including Commuting.

Own Plant

Constructional plant and equipment and Temporary Buildings for use in connection with the Contracts excluding Hired-In Plant and Tools and Equipment.

Period of Insurance

The period beginning with the ‘From’ date and ending with the ‘To’ date shown in the Schedule and any other period for which We accept Your Premium.

Permanent and Temporary Works

The permanent works and temporary works executed by You or on Your behalf in the performance of the Contracts and materials supplied as part of the Contract including free issue materials provided that the value of such materials is included within the sum insured.

Person Employed

1  Employee
2  labour master and individuals supplied by him
3  individual employed by labour only
4  self-employed individual (not being in partnership with You)
5  individual hired to or borrowed by You
6  individual undertaking study or work experience while under Your supervision.

Person Entitled to Indemnity

1  You
2  Your personal representatives in respect of legal liability incurred by You
3  at Your request
   A) any principal
   B) any of Your directors or partners
   C) any Person Employed
   against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You
   D) the officers, committees and members of Your canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
   E) any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such directors partners or Employees with Your prior consent provided that such people shall keep to the terms, conditions and limitations of this Policy so far as they can apply.
Policy
The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us.

Production or Use of Nuclear Material
The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling or disposal of Nuclear Material.

Property
Material Property but shall not include Data.

Property Insured
1. Permanent and Temporary Works, Own Plant and Hired-in Plant
2. Business Equipment and Business Stock owned by You or for which You are responsible all as defined in the Policy and where shown as included in the Schedule.

Qualified Person
Any Employee(s) aged over 18 years who holds the relevant certificates or qualifications applicable to the treatments provided laid down by the governing body for that treatment and has a minimum of 2 years experience.

Schedule
The document providing details of the various Insurances which are included in Your Policy together with the levels of cover applying under each.

Speculative Development
Property built for sale or letting by You other than under a Contract for a principal.

Standard Legal Expenses
The usual fees that would be incurred by Us in nominating Our Administrator’s choice of Appointed Representative.

Statement of Fact
The document setting out information provided by You or Your representative as being relevant to the cover that has been applied for. It also includes assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

Substantial Completion
A building shall be deemed to be substantially complete when the work remaining relates only to the prospective purchaser’s or tenant’s choice of decoration, fixtures and fittings.

System
Computers, other computing and electronic equipment linked to a computer hardware electronic Data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.
Complaints Procedure

Our Commitment To Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shoun in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

• Acknowledge all complaints promptly
• Investigate quickly and thoroughly
• Keep You informed of progress
• Do everything possible to resolve Your complaint
• Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.
How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?
We are Royal & Sun Alliance Insurance plc (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

Why do we collect and use your personal information?
As an insurer, we need your personal information to understand the level of insurance cover you require. We’ll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you’ll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we’ll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- Performance of contract: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- Consent: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as ‘special categories of personal data’.
- Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- Compliance with a legal obligation: Where laws or regulations may require us to use your personal information in certain ways.
- Legitimate Interests: We will also process your personal information where this processing is in our “legitimate interests”. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?
We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?
We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
• As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy.
• With healthcare providers in the context of any relevant claim being made against your policy.
• If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims.
• With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.):
• With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?
Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:
• Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
• Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
• Automated Claims – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?
Your personal information will be retained under one or more of the following criteria:
• Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
• Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
• Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
• For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?
If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?
We understand that your personal information is important to you, therefore you may request the following from us to:
1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
   A) If you believe that the information we hold about you is inaccurate, or;
   B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
   C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
   D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
   A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
   B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.
If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g., DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don’t, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn’t necessarily mean we will be able to fulfill it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice
If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?
If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at cgt.halifax@uk.rsagroup.com.

How you can lodge a complaint?
If you wish to raise a complaint on how we have handled your personal information, please send an email to cgt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner’s Office, whose contact details are:

Information Commissioner’s Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF