



Policy booklet  
Tradesman's Combined

# Introduction to Your Policy

Markerstudy Insurance Services Ltd is pleased to welcome You as a customer. Markerstudy Insurance Services Ltd administers Your policy on behalf of The Insurer.

This Policy Document is evidence of a legally binding contract of insurance between You (The Insured) and Zenith Insurance Plc (The Insurer).

In agreeing to Insure You and in calculating the premium We have charged and the terms to be applied, we have relied on:

- You having taken all reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge; and
- the completeness of any other information given either verbally or in writing by You or on Your behalf at the time You applied for insurance; and
- the information supplied being given honestly and to the best of Your knowledge and belief.

The information that You have given to Us is shown on Your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by You or on Your behalf at the time You applied for insurance.

You must read this policy document and the Policy Schedule together. The Policy Schedule tells You which sections of the policy apply. Please check both documents carefully to make certain they give You the cover You want.

We have agreed to insure You against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which You have paid, or agreed to pay the premium. The cover We provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than You (the Insured) and The Insurer has any rights that they can enforce under this contract.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to You in the English language and We undertake to communicate in this language for the duration of the policy.



.....  
**Gary Humphreys**

*Zenith Insurance Plc and/or its co-Insurer  
QIC Europe Limited.*

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

Zenith Insurance Plc is a member of the Association of British Insurers. QIC Europe Limited, registered in Malta with registered address at The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, SJ1062, Malta.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

**The information below relates to Section 3 of this policy document**

This section of the Policy Document are evidence of a legally binding contract of insurance between You (The Insured) and Inter Partner Assistance SA (The Insurer).

Please check this section carefully to make certain it gives You the cover You want.

We have agreed to insure You against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which You have paid, or agreed to pay the premium. The cover We provide is subject to the terms, conditions and exceptions contained in these sections or in any endorsement applying to these sections.

Nobody other than You (The Insured) and Us (Inter Partner Assistance SA) has any rights that they can enforce under this contract.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to You in the English language and We undertake to communicate in this language for the duration of the policy.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664.

This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

**Several Liabilities Notice**

The obligations of Zenith Insurance Plc and its co-Insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

## Contents in page order

General Conditions	.....	.4-5
General Definitions	Applicable to all Lines of Cover	..... .6-7
Section 1	Contractors' All Risks	..... .8-12
Section 2	Liability Insurance	..... .13-14
Subsection 2A	Employers Liability	..... .14-15
Subsection 2B	Public Liability	..... .15-16
Subsection 2C	Products Liability	..... .17-18
Section 3	Legal Expenses	..... .19-31
General Exceptions	.....	.32-33
Terrorism Extension	Terrorism	..... .34-35
Claims Conditions	.....	.36-37
How we use your information	.....	.38-39
Customer Care Service and Complaints Procedure	.....	.40

## General Conditions applying to all sections of the insurance

Where any term of this insurance said (in the term itself or by any heading) to be a condition, requires You to do or comply with anything and You have failed to do or comply with that thing in circumstances where compliance with the term (other than one defining the risk as a whole) would tend to reduce risk of Liability, Loss, Injury or Damage of a particular kind, or at a particular location, or at a particular time, we shall not cover any claim under this insurance for such of Liability, Loss, Injury or Damage unless you establish that the non-compliance could not have increased the risk of the Liability, Loss, Injury or Damage which actually occurred in the circumstances in which it occurred.

You and anyone claiming cover must keep to all the conditions in this document and any applicable Endorsements throughout the Period of Insurance and We will only provide the cover described in this insurance if You have kept to the following conditions:

- 1 You must provide to us a fair presentation of the risk in the Proposal or Statement of Fact or in any other information given at inception, renewal and variation of this Policy. This means You must disclose to Us
  - a) every material circumstance which You know or ought to know (including matters known to those responsible for Your insurance, and, if You are not an individual, matters known to Your senior management) or
  - b) sufficient information to put Us on notice that We need to make further enquiries to find out about those material circumstances and
  - c) such disclosure is in a manner which would be reasonably clear and accessible to Us and
  - d) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.
- 2 In the event that You or anyone acting on your behalf fails to provide a fair presentation of risk:
  - a) We may treat this Policy as void and refuse all claims and recover from You any sums already paid by Us to You in respect of claims if:
    - i) such failure was deliberate or reckless and/or
    - ii) We would not have entered into this Policy on any terms if You had made a fair presentation of the risk.If We treat the policy as void, We will return the premium paid unless such failure was deliberate or reckless.
  - b) if We would have entered into the Policy but on different terms had You made a fair presentation of the risk We may:
    - i) reduce proportionately the amount to be paid on any claim if We would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the higher premium
    - ii) treat the Policy as entered into on any such different terms (other than relating to the premium) that We would have entered into had You made a fair presentation of risk.
- 3 If You make a fraudulent claim, We will not pay the claim. We may give you notice that We treat the Policy as having been terminated so that cover will end and You will lose any premium You have paid and We will recover from You any sums that We have paid in respect of the claim. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.
- 4 If, under the law of any country which this insurance covers You in, We have to settle a claim which We would not otherwise have paid, You, or the person who made the claim, must pay this amount back to Us.
- 5 If there is other insurance in force (or which would be in force if Our insurance did not exist and You had complied with all the terms of the other insurance) which covers the same loss, Damage or liability as Our insurance, We will only pay any amount over that provided by the other insurance. This condition does not make Us responsible for any amount We would not otherwise have paid under this insurance.
- 6 You cannot transfer this insurance to anyone else.
- 7 Changes in Your circumstances

You must tell Us as soon as possible about any changes which could affect Your insurance and which have happened since the cover first started or since You last renewed it. If You do not tell Us about these changes, Your insurance may not cover You fully or at all. If You are not sure whether any facts are important, please ask Your insurance adviser. Here are some examples of changes You should tell Us about:

An increase in the estimated wages, salaries, Turnover, payments to sub-contractors who are not employees, maximum number of employees or maximum number of sub-contractors who are not employees, but only if any increase is more than 50% of Your previously advised estimate for the Period of Insurance. Any increase of less than 50% may be declared at the end of the Period of Insurance in accordance with the General Condition 'How your premium works' below,

- A change in the activities of the Business, including any part-time work,
  - Convictions and prosecutions, other than those for motoring offences.
- We shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this insurance in respect of the unexpired term of this insurance to adequately reflect any alteration in the risk. In some circumstances We may cancel the insurance in accordance with the cancellation condition below.

### How Your premium works

Your premium is the minimum and deposit premium based on the estimates You have provided. You must keep an accurate record of the actual figures. Within one month of the expiry of each Period of Insurance You must provide us with the actual figures, so that the premium can be recalculated. If the recalculated premium exceeds the minimum and deposit premium You have paid, we can charge an additional premium which You must pay.

### Cancellation

This is how Your insurance can be cancelled:

- \* • We or Your insurance adviser can send You seven days' notice to Your last known address. We will refund the proportion of Your premium equivalent to the period of the insurance You have left. We will not give a refund if there has been a claim or an Occurrence which could lead to a claim in the current Period of Insurance.  
If We or Your insurance adviser cancel this insurance because You have not paid the full premium, We will work out the proportion you owe using Our short period rates shown on the next page.

## General Conditions applying to all sections of the insurance (continued)

c) You can cancel this insurance by making a request to Us or claims

• Your insurance adviser. If there have been no

in the current Period of Insurance and You can confirm that You are unaware of any claim or Occurrence which could lead to a claim, We will work out a charge for the time You have been covered using Our short-period rates shown below. We will refund any amount We owe You.

Period of time You have had the cover, up to:	Refund of premium
One month	70%
Two months	60%
Three months	50%
Four months	40%
Five months	30%
Six months	20%
Seven months	10%
More than seven months	Nil

8 This insurance does not give rights to any person other than You (the insured person) unless We say differently elsewhere in this document.

No rights to enforce any term of this insurance under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this Insurance but this does not affect any right or remedy of any such person that arises apart from that Act.

9 We may at any time pay the Limit of Liability (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment (provided that the Limit of Liability stated in the Schedule is sufficient to allow it).

10 You must:

- maintain all buildings, furnishings, ways, works, machinery, plant, caravans and vehicles in sound condition,
- take all reasonable precautions to prevent Injury or Damage which may give rise to a claim under this insurance,
- exercise care in the selection and supervision of Employees,
- as soon as possible after discovery ensure any defect or danger is made good or remedied and in the meantime ensure additional precautions are taken as the circumstances require,
- comply with all statutory requirements and other safety regulations imposed by any authority.

11 We shall not be liable for the amount of the Excess stated in the Schedule.

12 Interpretation

- This insurance, the Schedule, Statement of Fact and any Endorsements shall be read together as one contract.
- Any word or expression to which a specific meaning has been attached in this insurance shall bear the same meaning wherever it may appear.
- Any reference to the singular shall include the plural and vice versa.
- The masculine shall include the feminine and vice versa.
- A statute statutory instrument regulation or order shall include any amendment and/or re-enactment thereof.
- All terms shall be interpreted in a way that is consistent with the Insurance Act 2015.

13 This insurance shall be governed in all respects by the law applying in the particular country in the UK in which You live. If there is any dispute over which law is to apply to this insurance it will be English law.

14 Where there is more than one of You this insurance will apply separately to each of You in the same manner and to the same extent as if a separate insurance had been issued to each of You and We agree to waive all rights of subrogation against any of You.

All the Sums Insured, Limits of Indemnity, Limits of Liability 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 the purposes of the Sums Insured, Limits of Indemnity, Limits of Liability and any other restrictions on the amount of Our liability You and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between Us as one party and You and all other persons entitled to indemnity as the other party.

15 If the premium has been calculated on estimates given by You, You must keep an accurate record of the relevant figures which We can inspect.

Within one month of the expiry of each Period of Insurance You shall supply Us with a statement (in the form We require) so that the premium for that period can be calculated.

If applicable You must pay Us the difference. If You do not supply a statement within one month of the expiry of the Period of Insurance We may calculate and charge an additional premium which You must pay.

16 This Policy shall be avoided should:

- the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- Your interest cease otherwise than by death.

17 Our liability in any one Period of Insurance (unless stated to the contrary) shall not exceed the total sum insured or in respect of any one individual item, its sum insured in the Schedule or any other stated liability.

18 Breaches of warranties

We will have no liability to pay any claim arising or attributable to something happening after any breach of warranty but before such breach has been remedied.

# General Definitions

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

These general definitions apply to all sections of the policy unless otherwise stated in the relevant section. In addition there are some definitions particular to individual sections of the policy. You will find these at the beginning of each relevant section.

## **Business**

Your business described in the Schedule, conducted at or from premises in the UK.

## **Business Premises**

That part of the Premises occupied by You for the purposes of the Business described in the Schedule.

## **Damage**

Loss, destruction or damage of tangible property.

## **Employee**

Any of the following whilst they are working on Your behalf in connection with the Business:

- a) an employee under a contract of service or apprenticeship with You,
- b) a labour master or any person supplied by him,
- c) a labour only sub-contractor,
- d) a self employed person working for You and under Your control,
- e) a person hired by You, borrowed by You or embedded in Your Business,
- f) a person undertaking study or work experience or on a youth training scheme with You,
- g) a voluntary worker,
- h) a working director where You are a limited company.

This definition of Employee does not apply to Section 3 Legal Expenses.

## **Endorsement**

A change in the terms of Your insurance. An endorsement does not apply unless the endorsement wording or the endorsement number appears in Your Schedule.

## **Excess**

The amount You have to pay towards any valid claim under this insurance.

## **Insured Person**

Any partner, director or employee of the Insured whose usual place of employment is at the Premises or as otherwise stated in the Schedule.

## **Limit of Liability**

Our maximum liability which in any one Period of Insurance shall not exceed the total sum insured or in respect of any one individual item, its sum insured in the Schedule or any other stated limit of liability.

## **Money**

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Insurance stamps, National Savings stamps and certificates, holiday savings stamps, luncheon vouchers, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, giro cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit, debit and charge cards.

## **Occurrence**

An accident, including continuous or repeated exposure to substantially the same general conditions, which results in Injury or Damage where such Injury or Damage is neither expected nor intended by You.

## **Period of Insurance**

The period of time shown in the Schedule during which this insurance covers You.

## **Premises**

The location(s) as stated in the Schedule or in any Endorsement, that are used by You for the purposes of the Business.

## **Proposal**

Any information supplied by You in connection with this Insurance including any Statement of Fact and any declaration made by You or on Your behalf.

## **Radiation**

Ionising radiation or contamination by radioactivity from any nuclear assembly or nuclear component of it or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

## **Retail customer**

An individual who is acting for purposes which are outside his trade, business or profession.

General Definitions continued on the next page.

## General Definitions (continued)

### **The Insurer**

Zenith Insurance Plc and/or its co-insurers whose names and addresses are available on request.

### **The Schedule**

The insurance document listing Your details and details of the sections of this insurance document which apply to You.

### **Statement of Fact**

A record of statements made and information given by You or on Your behalf which constitutes the basis of the insurance contract.

### **Sum Insured**

Means the total value at risk as stated in the Schedule applicable to the particular Item or Section.

### **UK**

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

### **War**

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

### **We, Us, Our**

The Insurer.

### **You, Your**

The insured person, company, business partnership or firm named in the Schedule.



**Definitions applicable to Contractors' All Risks****Contract**

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

**Contract Works**

The permanent and temporary works executed in the performance of the Contract and materials for incorporation into such contracts but excluding any work which involves

- 1) work in, over or adjacent to water
- 2) bridges, viaducts, subways, tunnels, motorways, dams and the like
- 3) a depth of excavation exceeding 3 metres
- 4) piling and underpinning.

**Estimated Original Contract Value**

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

**Existing Structure**

Any Property including fixtures, fittings and contents which prior to the commencement of any Contract forms part of any structure.

**Free Issue Materials**

Materials for incorporation in the Contract Works

- 1) issued free to You by or on behalf of the employer  
and
- 2) for which You are responsible under the terms of the Contract.

**Hired-in Property**

Property that is not owned by or leased to You for a period of more than 6 months but which you have hired or rented or borrowed for a charge for the purpose of carrying out work under a Contract.

**Maintenance Period**

The period indicated in the terms of the Contract but not exceeding 12 months or as specified in the Schedule during which You are responsible for rectifying defects.

**Maximum Contract Value**

The maximum Value of any Contract as stated in the Schedule for which We will provide indemnity as set out below which shall be the overriding limit of indemnity in this Section.

**Substantial Completion**

A Building shall be deemed to be substantially complete when the work remaining relates only to choice of decoration, fixtures and fittings.

**Temporary Buildings**

A free standing construction or structure including a hut, shed, caravan, mobile home, shipping container, Portacabin or similar used temporarily during the course of the Contract for storage, office space or site welfare purposes but which is to be removed from the site upon or before completion of the Contract.

**Territorial Limits**

UK.

**Insured Property**

- 1) The Contract Works while on the site of any Contract anywhere within the Territorial Limits or in transit by road, rail or inland waterway thereto.
- 2) Temporary Buildings including fixtures and fittings therein for use in connection with the Contract excluding any Hired-in Property anywhere within the Territorial Limits other than on sites of contracts not insured by this Section.
- 3) Construction plant, tools and equipment for use in connection with the Contract excluding Hired-in Property and property described in Contract Works Temporary Buildings and Employees' personal tools and effects anywhere within the Territorial Limits.
- 4) Hired-in Property.
- 5) Employees' personal tools and effects while on the site of Contracts within the Territorial Limits.

Section 1 continued on the next page.

### What We cover

If any of the Insured Property suffers Damage within the Territorial Limits in the course of the Business during the Period of Insurance, We will in accordance with the provisions of the insurance pay to You the amount of loss or at Our option repair, reinstate or replace such Insured Property

provided that

- 1) such Insured Property belongs to You or is Your responsibility.
- 2) the measure of indemnity shall be the cost of repair, reinstatement or replacement by similar property less an appropriate deduction for wear and tear.
- 3) Our maximum liability in respect of any one claim irrespective of the number of parties insured by this Policy shall not exceed
  - a) in respect of the Contract Works the lower of:
    - i) 125% of the Estimated Original Contract Value, or
    - ii) 125% of the Maximum Contract Value stated in the Schedule, or
    - iii) the Contract Works sum insured as stated in the Schedule
 including the value of Free Issue Materials and any payment or payments under any of the Section Extensions at the time of Damage
  - b) in respect of all other Insured Property: the Sum Insured by each item as detailed in Schedule at the time of Damage.

### Extensions

The following Section Extensions shall apply subject to all other terms and conditions limits and exceptions of this Policy.

#### Automatic reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage Provided that

- 1) You will comply with any reasonable recommendations We may make to prevent further Damage
- 2) You will pay an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the date of the Period of Insurance.

#### Professional fees

We will indemnify You for architects', surveyors' and consulting engineers' fees necessarily incurred in the repair, reinstatement or replacement of the Insured Property consequent upon Damage thereto for which indemnity is provided by this Section but not for preparing any claim.

Provided that the amount payable shall not exceed the level of fees authorised by the appropriate professional body.

#### Debris removal

We will indemnify You for costs and expenses necessarily incurred by You with Our consent in respect of

- 1) removing debris from
- 2) dismantling and/or demolishing
- 3) shoring up propping or fencing off
- 4) repairing or cleaning drains sewers service mains and the like and/or dewatering of
- 5) temporary boarding up of windows following breakage of glass in respect of

the portion or portions of the Contract Works resulting from any Damage for which indemnity is provided by this Section.

But we will not indemnify You in respect of costs and expenses

- a) incurred in removing debris except from the Contract Works where Damage occurred or from the area immediately adjacent thereto
- b) arising from pollution or contamination of Property not insured by this Section.

The maximum We will pay in respect of any one loss under this Extension shall not exceed 10% of the Estimated Original Contract Value.

#### Public Authorities requirements

We will indemnify You for such additional cost of reinstatement of the Insured Property as may be 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 the reinstatement is completed within twelve months of the Occurrence of the Damage or within such further time as We may allow in writing.

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

- 1) requirements relating to undamaged property or undamaged portions of property other than foundations, unless foundations are specifically excluded from the insurance
- 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 regulations or requirements referred to.

If Our liability under this Section is reduced by the application of any terms of this Policy Our liability under this clause will be similarly reduced.

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

**Free Issue Materials**

The Contract Works will include any Free Issue Materials provided You include their value in the contract value of any Contract and any declaration required by Us.

**Offsite storage**

We will indemnify You under Contract Works in respect of materials or goods designated for incorporation in the Works while such materials or goods are temporarily held in store away from the site of the Contract but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the Works.

Our liability under this Extension shall be limited to 15% of the Sum Insured for Contract Works or £25,000 whichever is the less at any one location.

**Immobilised plant**

We will indemnify You for the cost of recovery or withdrawal of construction plant or equipment or Hired-in Property which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

**Plans and documents**

We will indemnify You for clerical costs necessarily incurred in re-writing, redrawing or reproducing plans, drawings or other Contract documents damaged within the Territorial Limits provided that Our liability shall not exceed £25,000 in respect of any one Occurrence of Damage.

**Principals clause**

This Section is extended to cover any principal in a like manner to You where required by the conditions of the Contract provided that such principal is subject to and complies with the terms of the policy.

**Speculative development applicable to Contract Works only**

We will indemnify You in respect of Damage to property being built or erected by You on a speculative basis.

The indemnity will cease on

- 1) the date such property is sold or let out
- 2) 90 days after the date of completion of the work of building or erecting the last property on the Contract site  
whichever is the earlier.

**Show house contents**

We will indemnify You in respect of Damage to the contents of show houses, show flats or show offices and the like on the site of the Contract until sold, provided that

- 1) Cover shall cease no later than 90 days beyond the date that the last building on the site is substantially complete
- 2) Our liability shall not exceed £25,000 in respect of any one unit
- 3) During the period from 1 December to 1 March an efficient heating system shall be left on at all times or the water system drained
- 4) Damage caused by theft or malicious damage is restricted to that following forcible and violent entry or exit.

**Expediting expenses**

In the event of Damage to the Insured Property the cost of repair, reinstatement or replacement admitted under this Section shall, subject to Our consent, include the additional costs of overtime, weekend and shift working, plant hire charges, express delivery necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such Damage provide that Our liability shall not exceed £50,000 in respect of any one Occurrence of Damage.

**Series Losses**

Where Damage of or to the Insured Property on any one Contract site arises during any one period of 72 consecutive hours caused by storm, tempest, flood, earthquake, subsidence or collapse it shall be deemed to be a single event and therefore constitute one loss with regard to the application of the Excess.

**Other interests**

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

**Munitions**

We will indemnify You in respect of loss or damage to the Insured Property arising from the detonation of munitions of War in or about or in the vicinity of any place where the Insured Property may be Provided that the presence of such munitions does not result from a state of War current at the time of such loss or damage.

Section 1 continued on the next page.

**Continuing hire charges**

We will indemnify You against Your legal liability to pay continuing hire charges following Damage to any machinery, plant, tools or equipment which is

- 1) hired by You for use in connection with the Business and
- 2) insured under this Section

during the period in which such machinery, plant, tools or equipment cannot be used as a result of such Damage

Provided that

- a) this indemnity shall only apply in respect of hired machinery, plant, tools or equipment for which a valid claim has otherwise been admitted under this Section
- b) Our liability under this Extension in respect of each affected item shall not exceed an amount equal to its hire charge for 90 days
- c) Our liability during any one Period of Insurance shall not exceed £25,000
- d) We will not indemnify You for
  - i) Damage caused by or arising from Your wilful or negligent act
  - ii) continuing hire charges in respect of tower cranes or scaffolding
  - iii) continuing hire charges in respect of the first 48 hours following such Damage

**Maintenance or Defects Liability Period**

We will indemnify You for Damage to the permanent works or any part thereof occurring during any Maintenance Period or defects liability period but only in respect of Damage for which You are liable arising from a cause occurring prior to the commencement of the Maintenance Period or for Damage to 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 any construction plant insured under Temporary Buildings, Construction plant, tools and equipment, Hired-in property, Employees' personal tools and effects for use in connection therewith.

**Section Conditions**

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy.

**Cessation of Work**

In the event of stoppage of work by You on the Contract site from any cause for a period of 90 consecutive days, cover in respect of the Contract Works shall be suspended unless its continuance be agreed in writing by Us. In the event of such total or partial cessation of work You shall use due diligence and do all things reasonably practicable to protect the Insured Property.

**Plant inspection**

You shall ensure that all plant and equipment requiring inspection under any Statute Order or regulations is so inspected.

**Access**

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

**Hiring out**

Under Construction plant, tools and equipment and Hired-in property in the case of plant hired out by You, the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association unless agreed by Us.

**Joint code of practice**

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy hereinafter referred to as The Joint Code.

This Condition shall apply to the Contract provided that the Estimated Original Contract Value is £1,000,000 or more and for the purpose of Paragraph 63 of The Joint Code, if the Estimated Original Contract Value exceeds £1,000,000 it shall be deemed to be a large project.

Our appointed representative shall have the right at all reasonable times to enter and inspect the Contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event that We become aware of a breach of The Joint Code We may inform the main/management contractor's construction site management of the nature of the breach specifying the remedial measures required by Us, the remedial measures and the period within which these must be completed.

Where We consider such a breach is of sufficient importance, We may confirm the same by notice in writing to the Employer and the main/management contractor and the first named party forming the insured in the Schedule when this is not the Employer or main/management contractor at their respective addresses nominated by You at the inception of cover or as subsequently amended.

Under the terms of this or any subsequent notice, We may suspend or cancel all cover under the Policy from the date named in the notice, not being a date earlier than the date named for completion of the remedial measures, it being understood that upon suspension such cover shall be reinstated when We are satisfied that the remedial measures have been completed.

Such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand.

The reference to suspension or cancellation of all cover shall apply only to the Contract specified in the notice.

This clause shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice, waive or remove Our rights under the terms of other Policy exceptions and conditions.

This clause does not apply to any Public Liability, Employers' Liability or JCT 21:2:1 insurance if provided by this Policy

## What We do not cover

### Exceptions to Contractors' All Risks

We will not cover

- 1) Damage to any part of the permanent Contract Works
  - a) for which a certificate of completion has been issued or
  - b) which has been completed and handed over to Your employer or
  - c) taken into use
 unless the Damage occurs
  - i) during the Maintenance Period but was caused before the beginning of the Maintenance Period or
  - ii) while You are carrying out Your obligations under the Maintenance Period or
  - iii) within 14 days of the issue of a certificate of completion but only to the extent You are legally liable under the terms of the Contract.
- 2) The Excess as stated in the Schedule.
- 3) Damage to any property forming or which has formed part of any Existing Structure.
- 4) Damage for which You are relieved of responsibility under any contractual agreement.
- 5) Damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner, tenant or occupier other than herein provided.
- 6) Damage to any airborne or waterborne vessel or craft or any property therein or thereon.
- 7) Personal effects partly or wholly of precious metal, jewellery watches portable electronic devices mobile phones cameras Money and securities of any description.
- 8) Damage resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either
  - a) an authorised Employee of Yours is actually on the site of the Contract Works or
  - b) such property is contained in a securely closed and locked hut or building.
- 9) Damage to any mechanically propelled vehicle or plant other than any such vehicle not more specifically insured or which would be so insured but for the existence of this policy and which is
  - a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
  - b) designed or adapted primarily for use as a tool of trade.
- 10) Damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion or by misuse.
- 11) The cost of repairing replacing or rectifying any
  - a) Insured Property which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such Insured Property or any part thereof
  - b) other Insured Property lost or damaged to enable the repair replacement or rectification of Insured Property excluded by 11 a) above
 this exception will not apply to other Insured Property which is free of the defective condition but is damaged as a consequence thereof. Insured Property will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in or any part of that Insured Property.
- 12) The cost of rectification or making good, wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust, wet or dry rot, mildew, corrosion, oxidisation, vermin or insects or scratching of painted or polished surfaces.
- 13) Losses of Insured Property from vehicles
  - a) where such losses exceed £5,000 in the aggregate in any one Period of Insurance prior to the application of any Excess in respect of any one loss or series of losses arising from any one event involving Damage by theft, attempted theft or malicious damage
  - b) by Damage caused by theft or attempted theft from any vehicle which is away from the site where You are undertaking work between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park
  - c) left unattended unless all doors windows or other points of access have been closed and locked security devices have been set and all keys removed or the vehicle is stolen at the same time.
- 14) The cost of normal upkeep or normal making good.
- 15) Liquidated damages penalties for delay or non-completion or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.
- 16) Loss of Property 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.
- 17) Damage caused by Your wilful act or wilful neglect.

**Definitions applicable to liability insurance****Asbestos**

Asbestos, asbestos fibres or anything containing asbestos.

**Business**

Your business described in the Schedule, conducted at or from premises in the UK. For the purpose of this Section only it also includes the ownership, repair and maintenance of Your property, any canteen, medical, social or sports activities or facilities for Employees, charity events You host and fire fighting or first aid facilities You operate. It also includes any private work undertaken with Your consent by an Employee for any of Your directors, officers, business partners or Employees.

**Completed Work**

Work carried out by You (or on Your behalf) away from Your Premises which is no longer under Your or an Employee's control.

**Damage**

Accidental loss of, or damage to, tangible property. For the purposes of this Section 2 only it also includes nuisance, trespass, obstruction or interference with any right of way, light, air or water.

**Defence Costs**

All costs, fees and expenses incurred (with Our prior consent) by You in the defence or settlement of any claim under this insurance. This includes any costs arising out of Your representation at any Coroner's Inquest or Fatal Accident Inquiry and costs arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may give rise to a claim which would be covered by this insurance.

It also includes any costs incurred by You arising out of any prosecution under the UK Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 and/or the UK Corporate Manslaughter and Corporate Homicide Act 2007 (and/or legislation of similar effect) provided that We shall not be liable for any fines or penalties imposed as a consequence of such a prosecution or for any prosecution costs.

**Financial Loss**

Any loss not resulting from Injury or Damage.

**Gradual Contamination**

Pollution as defined below that is not the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance.

**Injury**

Death, Bodily Injury, illness, disease, mental injury, mental anguish, shock, wrongful arrest or detention, wrongful accusation of shoplifting or false imprisonment.

**Pollution**

Pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

**Product**

Any tangible property after it has left Your custody or control which has been altered, designed, distributed, erected, hired out, installed, manufactured, processed, repaired, sold, serviced, specified, supplied, treated or worked on by You or on Your behalf in connection with the Business including any Completed Work.

**Temporary Buildings**

A free standing construction or structure (including a hut, shed, caravan, mobile home, shipping container, Portacabin or similar) used temporarily during the course of the Contract for storage, office space or site welfare purposes but which is to be removed from the site on or before completion of the Contract

**Turnover**

The amount of money taken by You for the activities of the Business during the Period of Insurance excluding VAT and less payments You make to sub-contractors who are not Employees.

**Work Materials**

All materials brought to a site away from Your Premises for incorporation into work to be done by You (or on Your behalf) and any plant, tools, equipment, temporary works and Temporary Buildings brought onto or adjacent to the site to be used for the work.

**What We cover**

We will indemnify You against Your legal liability, as defined by each insured sub-section of this Section as indicated in the Schedule, arising out of the Business, to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the laws of any country (except the United States of America or Canada), subject to the terms, conditions, limits of liability, exceptions and Endorsements of this insurance.

We will not indemnify You for any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such a judgment, award or settlement either in whole or in part) unless We have specifically agreed to do so by Endorsement to this insurance.

We will also pay Defence Costs.

Section 2 continued on the next page.

**Compensation for court attendance extension.**

We will also pay compensation for court attendance.

In the event of You or any of Your directors, officers, business partners or Employees attending court as a witness at Our request in connection with a claim We will provide compensation at the rates stated below for each day on which attendance is required.

**How much We cover****Subsection A Employers' Liability**

We will not pay more than the Limit of Liability stated in the Schedule for compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs, arising from any one claim or series of claims against You arising out of one Occurrence.

In respect of claims arising out of Terrorism or Asbestos We will not pay more than £5,000,000 for compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs arising from any one claim or series of claims against You arising out of one Occurrence.

**Subsections B Public Liability and C Products Liability**

We will not pay more than the Limit of Liability stated in the Schedule for compensatory damages (including claimants' costs, fees and expenses) in respect of any one Occurrence or series of Occurrences arising from one cause.

Under Subsection C Products Liability the Limit of Liability is also the total amount We will pay (including claimants' costs, fees and expenses) for all claims against You arising from Occurrences during the Period of Insurance.

In respect of claims arising out of Pollution, the Limit of Liability stated in the Schedule is also the total amount We will pay (including claimants' costs, fees and expenses) for all claims against You during the Period of Insurance.

Defence Costs will be payable in addition to the Limit of Liability stated in the Schedule except for Subsection A Employers' Liability where the Limit of Liability includes Defence Costs.

Compensation for court attendance will be provided at the following rates:

1. You or any of Your directors, officers or business partners £250 per day,
2. any of Your Employees £150 per day,

subject to a total of not more than £5,000 in the Period of Insurance.

**Who We cover**

If You request it, subject to the terms, conditions, limits of liability, exceptions and Endorsements of this insurance, We will also indemnify any of the following:

- a) any of Your directors, officers, business partners or Employees in Your business capacity for claims arising out of the Business,
- b) the officers, committee and members of Your canteen, medical, social, charity, fire fighting and first aid organisations in their capacity as such,
- c) any principal for liability for which You would have been entitled to indemnity under this insurance if the claim had been made against You, provided the claim arises out of work carried out by You under a contract or agreement,
- d) If anyone covered by this insurance dies, We will deal with any claim made against their estate or Personal Representatives as long as the claim is covered by this insurance

provided that they have kept to all the terms of this insurance and any applicable Endorsements.

**Details of Cover****What we cover**

We will cover compensation payments that have to be made for Injury to any Employee which occurs during the Period of Insurance where such Injury arises out of and in the course of their employment by You in the Business during the Period of Insurance, either:

- a) in the UK,
- b) elsewhere in the world in respect of temporary visits by Employees normally resident in the UK, provided that:
  - i) the action for damages is brought against You in a court of Law in the UK,
  - ii) We will not cover any amount payable under any workman's compensation, social security, health insurance or similar legislation,
  - iii) We will not cover any medical or repatriation costs.

**Unsatisfied court judgments extension**

If an Employee (or their Personal Representative) obtains a judgment in a court of law in the UK for damages against any person or company other than You for an Injury occurring during the Period of Insurance in connection with the Business and the judgment remains unsatisfied for six months We will cover the amount of the outstanding damages and costs awarded. We will not provide cover if there is an appeal outstanding. If we make a payment under this extension of cover the Employee (or their Personal Representative) must assign the judgment to Us.

**Exceptions to Subsection A – Employers' Liability****Claims that We do not cover**

We will not cover claims arising out of:

- a) circumstances where any road traffic legislation requires compulsory insurance or security,
- b) work on or visits to, any offshore rig, installation or platform. This applies from the time of embarkation onto any kind of transport at the point of final departure to the offshore rig, installation or platform until disembarkation from the transport from the offshore rig, installation or platform onto land,
- c) claims arising from Asbestos. However this exception shall only apply to compensatory damages (including claimants' costs, fees and expenses) and/or Defence Costs in excess of £ 5,000,000 arising from any one claim or series of claims against You arising out of one Occurrence.

**Employers' Liability Compulsory Insurance**

The cover given by this Subsection of the Liability Insurance Section of this insurance is in accordance with the provisions of any law enacted in the UK relating to compulsory insurance of liability to Employees. If this insurance contains any terms which are prohibited by such law they will be disregarded when determining Our liability to make a payment.

However if You have failed to comply with any term of this insurance and We have to pay any sum because of the compulsory insurance law, then You must pay this amount back to Us.

**Conditions that apply to Subsection A – Employers' Liability**

You must ensure that the use or wearing of personal protective equipment by any Employee (as required by the Personal Protective Equipment at Work Regulations 1992 as amended) is enforced and that a formal record is maintained of personal protective equipment supplied to and received by Employees.

If You or Your Employees use industrial machinery You must:

- a) ensure that Your industrial machinery is guarded in accordance with current government regulations, health and safety legislation or industry recommendations as may be applicable,
- b) before they use the machinery, provide users of Your industrial machinery with a written procedure for the safe operation of the machinery which, if applicable, must include the procedure for the clearance of blockages or obstructions,
- c) ensure that the use of the machinery is undertaken in accordance with the written procedure,
- d) ensure that any new user of the machinery is trained and supervised by an experienced operative until they are able to operate such machinery in accordance with the written procedure.

**Details of Cover****What we cover**

We will cover compensation payments that have to be made for:

- a) Injury to another person: and/or
- b) Damage to other people's property

as a result of an Occurrence during the Period of Insurance within:

- a) the UK or,
- b) the rest of the world where Your liability arises out of a temporary visit by You or any of Your directors, officers, business partners or Employees provided they normally live in the UK.

**Defective Premises Act extension**

We will cover compensation payments that have to be made for Injury or Damage arising because of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which You owned and have disposed of, but We will not cover the cost of rectifying any defect or alleged defect in the premises.

Section 2 continued on the next page.



**Data Protection Legislation Extension**

We will cover compensation payments that have to be made for Injury or Damage arising because of Data Protection Legislation provided that You are a registered user in accordance with the Act and you are not in business as a computer bureau, but We will not cover:

- a) Injury or Damage caused by any deliberate act or omission by you,
- b) any Injury or Damage caused by fraud or dishonesty,
- c) the costs and expenses of rectifying, rewriting or erasing data,
- d) claims arising out of Your recording, processing or providing of data for reward or to determine the financial status of anyone.
- e) fines, penalties or prosecution costs.

The total amount payable including all costs and expenses under this this extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

**Overseas personal liability extension**

We will cover You and any of Your family members accompanying You (and at your request any director, business partner or Employee and any of Your family members accompanying them) whilst outside the UK in connection with the Business against Your legal liability incurred in a personal capacity, but we will not cover:

- a) claims arising out of the ownership or tenure of any land or building,
- b) claims covered by any other insurance or which would be covered but for the existence of this insurance.

**Motor contingent liability extension**

Despite exclusion c) below of this Subsection We will cover Your liability arising from the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in the UK.

**We will not cover**

- a) claims for Damage to the vehicle,
- b) claims that arise from You driving the vehicle,
- c) claims that arise from someone driving with Your consent who, to Your knowledge, does not hold a licence to drive such a vehicle, unless they have held and are not disqualified from holding or obtaining such a licence.

If there is other insurance in force (or which would be in force if Our insurance did not exist) which covers the same Damage or liability as Our insurance, We will only pay any amount over that provided by the other insurance.

**Exceptions to Subsection B – Public Liability****Claims that We do not cover****We will not cover**

- a) claims which are covered by Subsection A Employers' Liability or C Products Liability or would be covered by Subsection A Employers' Liability or C Products Liability if you had valid cover under those sections and complied with all the terms of the policy, whether or not those sections are covered.
- b) Damage to Your property (Your property includes property owned by You, leased to You, hired by You, under hire purchase by You, on loan to You, held in trust by or for You or otherwise in Your care, custody or control) but We will cover Your liability for Damage to:
  - i) Employees' visitors' and customers' clothing and personal effects,
  - ii) Premises tenanted by You (provided Your liability for Damage does not arise under an agreement where Your liability only arises because of the agreement and would not have arisen if the agreement had not been made and provided that the cause of the Damage is not of a type which an agreement states must be insured against by the lessee or tenant).
- c) claims arising out of the ownership, possession or use by You or on Your behalf, or by or on behalf of any other person whom We cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, but We will cover claims:
  - i) caused by the use of any tool or plant forming part of, or attached to, or used in connection with, any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation,
  - ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer, except where cover is (or but for the existence of this insurance would be) provided by any motor insurance,
  - iii) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by any road traffic legislation.
- d) claims arising out of the ownership, possession or use by You or on Your behalf of any aircraft, hovercraft, offshore installation, offshore rig, offshore platform or watercraft, other than watercraft not exceeding 10 metres in length whilst being used on inland waterways.

**A condition that applies to Subsection B Public Liability**

You must not agree to cover the liabilities of, nor waive Your rights of recourse against, a sub-contractor who is not an Employee.

## Details of Cover

### What we cover

We will cover compensation payments that have to be made for:

- a) Injury to another person: and/or
- b) Damage to other people's property

as a result of an Occurrence during the Period of Insurance but only arising out of or in connection with any Product or Completed Work.

### Consumer Protection Act and Food Safety Act legal costs extension

We will cover any costs incurred by you arising out of any prosecution under:

- a) Part 2 of the Consumer Protection Act 1987 or the Consumer Protection (Northern Ireland) Order 1987 the General product Safety Regulations 2005 or related product safety legislation
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991

resulting from an offence alleged to have been committed during the Period of Insurance in connection with the Business, but we will not cover:

- a) any proceedings or appeals resulting from any deliberate act or omission by you.
- b) costs or expenses covered by any other policy (or which would be covered but for the existence of this policy).
- c) fines, penalties or prosecution costs.

## Exceptions to Subsection C – Products Liability

### Claims that We do not cover

#### We will not cover

- a) claims which are covered by Subsection A Employers' Liability or B Public Liability or would be covered by Subsection A Employers' Liability or B Public Liability if you had valid cover under those sections and complied with all the terms of the policy, whether or not those sections are covered.
- b) claims for the cost of the repair, reconditioning, removing, re-applying, rectifying or replacement of any Product or part of any Product, which is defective or alleged to be defective, other than Products supplied under a separate contract.
- c) claims or costs arising out of the recall of any Product or part of any Product.
- d) claims arising out of any Product which, to Your knowledge, is intended to be used in the structure, machinery or controls of any aircraft, other aerial device, hovercraft, offshore installation, offshore rig, or offshore platform.
- e) claims arising out of any Product which, to Your knowledge, is to be delivered to the United States of America or Canada unless We have specifically agreed to cover these claims by Endorsement to this insurance.
- f) claims arising under an agreement where Your liability only arises because of the agreement and would not have arisen if the agreement had not been made.
- g) claims arising out of the failure (or alleged failure) of any Product or Completed Work to work properly, or its unsuitability (or alleged unsuitability) for its intended function, unless it is due to an unintentional defect or error in the manufacturing or installation of the Product or Completed Work.

### A condition that applies to Subsection C – Products Liability

You must maintain Your full rights of recourse against any manufacturer or supplier from whom You obtain any Product or anything which is incorporated into any Product.

## Exceptions to both Subsection B – Public Liability and Subsection C – Products Liability

## Claims that We do not cover

## We will not cover

- a) payments arising out of any liquidated damages clause, penalty clause, performance warranty or guarantee unless Your liability would have arisen if it had not been in force.
- b) claims arising out of Gradual Contamination.
- c) claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by You or on Your behalf in the provision of professional services. 'Professional services' means the preparation or approval of any advice, certificate or similar document, computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service done separately for a fee.
- d) claims for Financial Loss.
- e) claims for Damage to the Completed Work or to the Work Materials.
- f) liability for which You have to take out insurance under clause 21.2.1 of the 1980 Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in a prior or later version.
- g) claims arising from Asbestos or the cost of removing nullifying or cleaning up Asbestos.
- h) claims arising out of Your failure to take reasonable steps to prevent Injury or Damage.

## Commercial Legal Expenses Cover (from Arc Legal Assistance Ltd)

This section of your policy is managed and provided by Arc Legal Assistance and underwritten by Inter Partner Assistance SA.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

There will be no cover under this policy unless You have sought and followed the advice of the Legal Helpline as to the procedure to be adopted and have received specific authorisation from the Legal Helpline.

- 1) before carrying out any disciplinary procedure or action.
- 2) before the dismissal of an Employee.
- 3) before implementing a redundancy programme and before making an Employee redundant.
- 4) on formal or informal notification of a grievance by an Employee or of a complaint of sexual racial religious or disability discrimination or discrimination on the grounds of sexual orientation or age.
- 5) before making any adverse variation of the terms of conditions of employment including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration.
- 6) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice.

In the event of a valid claim under this insurance Arc Legal will appoint their panel solicitors or their agents to handle Your case You are not covered for any other Professional Adviser's fees unless court proceedings are issued or a conflict of interest arises where following the issue of court proceedings You have elected to use a Professional Adviser of Your own choice You will be responsible for any Professional Costs and Expenses in excess of Arc Legal's Standard Professional Costs and Expenses.

This is a "Claims Made" insurance contract it only covers claims notified to Us during the Period of Insurance and within 180 days other than in relation to the Tenancy Eviction section of cover where the notification period is 45 days of any circumstance which may give rise to any claim Failure to do so would lead Us to decline a claim for indemnity under this insurance.

### Definitions applicable to Commercial Legal Expenses

#### Aggregate Limit

The maximum We will pay for all claims arising under this insurance in one Period of Insurance.

The Aggregate Limit is £1,000,000.

#### Attendance Expenses

Means the actual loss of earnings of any Employee or other officer of Yours for the period he is absent from work to attend at any court or tribunal hearing either –

- a) as a witness on Your behalf and at the request of the Professional Adviser in respect of a matter involving a valid claim under this insurance
- b) as a party to the Proceedings and at the request of the Professional Adviser in respect of a matter involving a valid claim under this insurance
- c) while attending Jury Service

for each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day.

The maximum payable in respect of one eight hour period shall be £100 per person.

#### Awards of Compensation

Basic and compensatory awards of compensation which You must pay as a result of judgment in a dispute under employment legislation following a claim under subsection 1;

Or

an out-of-court settlement of a claim under subsection 1 to which We have given Our prior written consent.

#### Data Protection Legislation

The relevant Data Protection Legislation in force within the Geographical Limits where this cover applies at the time of the Insured Event.

#### Dismissal

Has the meaning given by section 95 of the Employment (Rights) Act 1996 as amended Any Dismissals must be handled in accordance with the advice provided by the Legal Helpline.

#### Director

Any Director of Yours including executive officers.

#### Deposit

The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement. A minimum amount equal to one month's Rent must be retained as the Deposit.

Section 3 continued on the next page.

## Commercial Legal Expenses Cover (from Arc Legal Assistance Ltd) (continued)

### Dilapidations Inventory

A full and detailed inventory of Your contents and their condition within the Premises which has been signed by the Tenant.

### Employee/Your Employee(s)

For the purpose of this Section 3 Employee means the following The definition of Employee in the General Definitions does not apply to this Section.

Any person under a contract of service with You in connection with the business insured under this policy.

### Geographical Limits

For subsection 3 (b) Bodily Injury

The European Union The Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Bulgaria Croatia Gibraltar Iceland Liechtenstein Macedonia Montenegro Norway Romania San Marino Serbia Switzerland and Turkey (west of the Bosphorus).

For all other sections

The UK.

### HMRC

HM Revenue and Customs in the UK.

### Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the Insured Event will be the effective date of termination of employment.

In accountancy matters the Insured Event arises on the date that You or Your Professional Adviser are contacted either verbally or in writing by the relevant department of HMRC advising you of either dissatisfaction with Your returns or amounts paid or notice of intention to investigate.

In criminal cases the Insured Event will be the date that You commenced or are alleged to have commenced violating the criminal law in question.

For the purposes of the Limit only one Insured Event will be regarded as having arisen from all causes or by actions incidents or events which are related by cause or time.

### Legal Helpline

The service provided by Arc Legal's panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.

### Limit

The maximum sum payable by Us under a section of cover after calculating all Professional Costs and Expenses incurred in Proceedings in respect of an Insured Event subject to the Aggregate Limit.

### Premises

For the purpose of this Section 10 Premises means the following The definition of Premises in the General Definitions does not apply to this Section.

The location(s) as stated in the Schedule or in any Endorsement that are used by You.

### Proceedings

Civil criminal tribunal or arbitration Proceedings or appeals arising from them brought in the Geographical Limits.

### Professional Adviser

Arc Legal's panel solicitors or their agents an accountant or other appropriately qualified person firm or company appointed by the Us to act for You or and subject to Our agreement where proceedings have been issued another legal adviser nominated by You.

### Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the Professional Adviser with Our prior written authority and any costs incurred by a third party on the standard basis of any Proceedings for which You may be made liable by order of a court or by agreement.

### Rent

The amount of Rent shown in the Tenancy Agreement payable by the Tenant.

### Standard Professional Costs and Expenses

The level of Professional Costs and Expenses that would normally be incurred by Us in using a Professional Adviser of Our choice.

### Tenant

The organisation, company or individual named in the Tenancy Agreement.

## Commercial Legal Expenses Cover (from Arc Legal Assistance Ltd) (continued)

### Tenancy Agreement

The written terms of agreement between You and Your Tenant concerning the lease of the Premises for commercial or residential use.

If the Tenancy Agreement is for a residential Tenant it must be either

- a) An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Geographical Limits or
- b) A Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Geographical Limits and the Premises is let purely for residential purposes of the Tenant's employees and their family or
- c) A written common law residential tenancy agreement created after 28th February 1997 between individuals where the Rent is in excess £100,000 per annum or its equivalent outside of England and Wales but within the Geographical Limits.

and which is

- a) Appropriate for the tenancy and
- b) Where relevant, signed and independently witnessed by You the Tenant(s) and if required as a condition of the Tenant Reference, the guarantor and
- c) Free from any unreasonably restrictive covenants.

If the Tenancy Agreement is for a commercial Tenant it must be compliant with the Landlord and Tenant Act 1954 (Part 2).

If the Tenancy Agreement is for a residential Tenant the Tenancy Agreement must be for a fixed term of no more than 12 months.

### Tenant Reference

A credit check against the Tenant and any guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments together with copies of two forms of identification one of which must contain a photograph and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the Tenant's Rent. If all of the above are not available or in the case of student and DSS tenants a full Tenant Reference showing a pass on the Tenant and guarantor must be obtained from one of Arc Legal's approved tenant referencing companies. Details of these companies are available online at <http://www.arclegal.co.uk/informationcentre/index.php>

### We, Us or Our

Arc Legal Assistance Ltd.

### What We cover

This Insurance provides indemnity in respect of Professional Costs and Expenses and Attendance Expenses up to the limit of indemnity where

- a) The Insured Event is notified to Us during the Period of Insurance and within 180 days of occurrence other than in relation to the Tenancy Eviction section of cover where the notification period is 45 days
- b) The Insured Event and any Proceedings take place within the Geographical Limits.

## Section 3

# Subsection 1 Employment Disputes and Compensation Awards

### What We cover

- A) Professional Costs and Expenses incurred by You in defence of Proceedings brought in an employment tribunal arising from a dispute with an Employee or ex-Employee relating to
  - 1) The contract of employment with You
  - 2) Actual or alleged breaches of their statutory rights under employment legislation.
- B) Awards of Compensation made against You arising from claims under subsection 1A.
- C) Professional Costs and Expenses incurred by You in pursuit of Proceedings against an Employee or former Employee to recover Premises owned by You or for which You are responsible.

### How much We cover

The maximum We will pay for any one claim is £100,000.

### What We do not cover

- a) any claim which is incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment.
- b) any claim under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or under sections 64 to 80 of the Equal Pay Act 2010 and any amending legislation.
- c) protective awards as defined in S189(3) Trade Union and Labour Relations (Consolidation) Act 1992 and any amending legislation or settlements in respect of such awards.
- d) redundancy payments.
- e) any claim arising from the Dismissal of any Employee or change to an Employees' terms of employment unless the Dismissal or change to an Employee's terms of employment is handled in accordance with the advice provided and procedures laid down by the Legal Helpline as described in the conditions to this section.
- f) any claim arising where the Insured Event was within 90 days after the start of the first Period of Insurance or less than 180 days after the start of the first Period of Insurance if the Employee was at that time subject to disciplinary Proceedings or any verbal or written warning.
- g) any Awards of Compensation made against You relating to trade union activities including membership or non-membership; or relating to 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 award to the extent that it relates to contractual rights accruing to the Employee or ex-Employee prior to the actual or alleged breach of the actual or alleged contract of employment.

**Excess** – Nil.

## Section 3

# Subsection 2 Legal Defence 2A – Prosecution Defence for Employers

### What We cover

Professional Costs and Expenses incurred by You arising from any act or omission – or alleged act or omission – which leads to Your prosecution in a court of criminal jurisdiction.

### How much We cover

The maximum We will pay for one claim is £100,000.

### What We do not cover

- a) any claim arising from deliberate discrimination by You amounting to an act of unlawful discrimination.
- b) criminal prosecutions brought under Health and Safety legislation.
- c) damages compensation interest fines costs or other penalties that You are ordered to pay by a court of criminal jurisdiction.
- d) any claim arising from a motor prosecution.
- e) any claim arising from a prosecution of You alleging.
  - i) intentional obstruction of a person in the execution of a warrant issued under the Data Protection Legislation by You.
  - ii) Your failure to give a person executing such a warrant the assistance as they reasonably require for its execution.

**Excess** – Nil.

## Section 3

### Subsection 2 Legal Defence 2B – Prosecution Defence for Employees

#### What We cover

Professional Costs and Expenses incurred by an Employee including Directors and officers concerning any matter arising out of his duties as Your Employee arising from any act or omission or alleged act or omission which leads to the prosecution of Your Employee in a court of criminal jurisdiction.

#### How much We cover

The maximum We will pay for any one claim is £100,000.

#### What We do not cover

- a) any claim arising from deliberate discrimination by an Employee including Directors and officers amounting to an act of unlawful discrimination.
- b) criminal prosecutions brought under Health and Safety legislation.
- c) damages compensation interest fines costs or other penalties that You are ordered to pay by a court of criminal jurisdiction.
- d) any claim arising from a motor prosecution.
- e) prosecutions of Employees for matters which do not relate to their duties as Your Employees.
- f) any claim arising from the prosecution of You alleging
  - i) intentional obstruction by an Employee of a person in the execution of a warrant issued under the Data Protection Act 1998.
  - ii) failure by an Employee to give a person executing such a warrant the assistance he reasonably requires for its execution.

**Excess** – Nil.

## Section 3

### Subsection 2 Legal Defence 2C – Data Protection

#### What We cover

Professional Costs and Expenses and Attendance Expenses incurred by You in Proceedings arising from appeals against any enforcement or other notices served on You under Data Protection Legislation.

#### How much We cover

The maximum We will pay for any one claim is £100,000.

#### What We do not cover

- a) claims arising from a failure to register as a Data Controller.
- b) proceedings against You alleging contempt of the Data Protection Tribunal.
- c) claims arising from a failure to respond to any notice served on You under Data Protection Legislation.
- d) claims arising from a failure to comply with any legislative requirement concerning the processing of sensitive data.

**Excess** – Nil.

## Section 3

### Subsection 2 Legal Defence 2D – Jury Service

#### What We cover

Your Attendance Expenses for Jury Service.

Section 3 continued on the next page.



## Section 3

### Subsection 3 Property Protection and Bodily Injury 3A – Property Protection

#### What We cover

Professional Costs and Expenses and Attendance Expenses incurred by You in pursuit of Proceedings against a third party other than an Employee or former Employee following an act or omission relating to material property owned by You which results in or is likely to result in Damage to that property and/or financial loss by You.

#### How much We cover

The maximum We will pay for any one claim is £100,000.

#### What We do not cover

- a) any claim arising from a contract made between You and a third party other than a contract for the repair renovation reinstatement or decoration of real property.
- b) any claim arising from a lease or tenancy agreement applying to your Business Premises and disputes relating to the occupation of land or property owned by You by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on Your behalf.
- c) any claim involving
  - i) goods in transit
  - ii) goods hired or lent to third parties
  - iii) goods at premises other than those occupied by You unless they are at the premises for the purpose of installation or use in work carried out by You.
- d) any claim involving a motor vehicle belonging to You or in Your possession except whilst on Your Business Premises.
- e) any claim arising from an appeal against refusal of planning permission.

**Excess** – Nil.

## Section 3

### Subsection 3 Property Protection and Bodily Injury 3B – Bodily Injury

#### What We cover

Professional Costs and Expenses and Attendance Expenses incurred by Your Employee(s) in the pursuit of proceedings for damages specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of Your family who suffer bodily injury following an event that also causes bodily injury to You.

#### How much We cover

The maximum We will pay for one claim is £100,000.

#### What We do not cover

Any claim relating to or arising from

- a) an accident/incident giving rise to bodily injury or death which occurred prior to inception of this insurance.
- b) any sickness or disease or any naturally occurring condition or degenerative process.
- c) a condition which manifested itself prior to inception of this insurance.
- d) a claim made against You by an Employee.

**Excess** – Nil.

### What We cover

Professional Costs and Expenses incurred by You and arising directly from

#### a) HMRC Enquiries and Disputes

- i) A full or aspect enquiry by HMRC into Your corporation tax return following the issue of formal notification by HMRC
- ii) Any challenge in writing by HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by HMRC into the operation of PAYE
- iii) An enquiry conducted into the employment status of Your Employees under the PAYE and/or NIC Regulations or Part 2 Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).

#### b) VAT Disputes

- i) A dispute following a compliance check or routine inspection undertaken by HMRC of Your VAT record-keeping
- ii) An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC providing that at the culmination of such investigation it is proved that You were not found guilty of dishonesty fraud or fraudulent intent.

### How much We cover

The maximum We will pay for any one claim is £100,000 except Aspect Enquiries where the maximum will be £2,000.

### What We do not cover

#### Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax and any case dealt with by Special Civil Investigations Office Boards Investigation Unit of any other special office of HMRC.
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by HMRC (PAYE/NIC and/or VAT).
- c) Where deliberate miss-statements have been made in respect of accounts returns or any other submissions made to the relevant authorities.
- d) Where You have failed to give Your business status to the relevant authorities within a statutory period.
- e) Which originate from any enquiry investigation or dispute which existed before the first Period of Insurance.
- f) Involving tax or National Insurance contributions avoidance schemes.
- g) Which occurs during the first 60 days of the first Period of Insurance.
- h) Where You have failed to maintain or submit accurate, truthful and up to date records or where returns have not been submitted within statutory time limits or requirements.
- i) Arising from a dispute as to whether an Employee's remuneration should fall under either PAYE or sub-contract rules.
- j) In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002.
- k) In any claim where the policyholder has adopted a tax avoidance scheme.
- l) In respect of the preparation or rectification of self-assessment tax returns accounts P11Ds P35s VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of Your affairs including the reconciliation of annual accounts with VAT returns.

#### Professional Costs and Expenses

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs.
- b) Incurred in dealing with aspect enquiries.
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return.
- d) Arising after You receive a notice telling You that the enquiry has been completed.
- e) Arising from or relating to a Tax Tribunal.

**Excess** – £200 in respect of Aspect Enquiries only.

### Conditions applicable to Tax Disputes

- A You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to HMRC and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.
- B You must contact the Legal Helpline as soon as possible on 0844 770 1047 after the Insured Event and comply with the advice given.
- C You or Your Professional Adviser should notify Us by contacting the Legal Helpline as soon as possible if You receive any invitation by HMRC to make an offer in settlement.
- D In respect of HMRC enquiries Your Professional Adviser must provide a copy of the HMRC notice of enquiry and a copy of the return giving rise to the enquiry.

Section 3 continued on the next page.

### What We cover

Professional Costs and Expenses arising from any dispute between You and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first Period of Insurance and where the total amount in dispute or the amount due to be paid at the time of the dispute is at least £250.

### How much We cover

The maximum We will pay for any one claim is £100,000.

### What We do not cover (Subsection 5)

- a) any Insured Event which occurs within 90 days of the start of the first Period of Insurance.
- b) the recovery of a debt from a customer where the customer does not dispute that the money is owed to You.
- c) any dispute You may have as a landlord or a tenant in connection with the lease or licence or tenancy agreement.
- d) Professional negligence claims.
- e) the defence of any matter which should be covered under a professional indemnity Insurance.
- f) any claim arising from the sale lease service repair or test of a Motor Vehicle.
- g) any claim arising from a dispute over a financial services product including payments which may be due under an insurance policy.
- h) any claim arising from a dispute with an Employee or former Employee arising from a contract of employment.

### Excess – £250

or £500 where the amount in dispute exceeds £5,000.

### What We cover

Professional Costs and Expenses incurred by You in Proceedings to evict a Tenant who is in breach of the Tenancy Agreement.

### How much We cover

The maximum We will pay for any one claim is £100,000.

### What We do not cover (Subsection 6)

- (1) Any claim where:
  - a) There was no written Tenancy Agreement in place prior to the Tenant being allowed possession of the Premises or where the terms of the Tenancy Agreement are unenforceable.
  - b) You are in breach of the terms of the Tenancy Agreement or the Tenant is pursuing a case against You which has reasonable prospects of succeeding.
  - c) The Tenant is a student and the terms of the Tenancy Agreement have not been guaranteed by a guarantor who is an individual or organisation that has received a Tenant Reference and has signed a guarantor agreement assigning them to the obligations of the Tenancy Agreement.
  - d) The amount in dispute in relation to a non-residential Tenancy Agreement falls within the Small Claims Court limit applicable at the date of the Insured Event.
  - e) The Tenant's breach relates to dilapidations to the Premises or the fixtures and fittings of the Premises unless the dilapidated items were featured in a detailed inventory produced and signed by the Tenant prior to the start of a residential Tenancy Agreement.
  - f) You or Your agent are in breach of section 213 of the Housing Act 2004 (and any amending legislation) in relation to the Deposit.
  - g) Professional Costs and Expenses have been incurred as a result of Your failure to follow the advice of the Professional Adviser or arising from Your failure to take any action recommended by Us or the Professional Adviser to recover possession of the Premises as promptly as possible.
  - h) The Tenant is in receipt of housing benefit or is an Asylum Seeker.
  - i) The Tenant has not received a Tenant Reference prior to the start of the Tenancy Agreement.
  - j) You have allowed the Tenant into possession of the Premises before all necessary statutory pre-grant notices to the Tenant have been issued, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant.
  - k) the Tenant is not aged 18 years or over.
  - l) You have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation.

- (2) Claims:
- a) Falling within the jurisdiction of the Rent assessment committee the lands tribunal or the leasehold valuation tribunal.
  - b) Relating to
    - i) The compulsory purchase, placing of restrictions or any other action by the government, public or local authority or
    - ii) Planning law including town and country planning legislation or
    - iii) The payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended).
  - c) Arising because a non-residential Tenancy Agreement is due to end or where the Insured Event relates to the renewal of a non-residential Tenancy Agreement.
  - d) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement or where there are insufficient prospects of success in the Proceedings due to the terms of the Tenancy Agreement being unenforceable.
  - e) Which occurred within the first 90 days of the first Period of Insurance.
- (3) Disbursements incurred by the Professional Adviser are not covered in relation to a non-residential Tenancy Agreement unless We have agreed to cover these at Our absolute discretion.

**Excess** – £1000 in relation to non-residential Tenancy Agreements.

### What We cover

Professional Costs and Expenses incurred by You in Proceedings for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Premises.

The nuisance or trespass must have commenced at least 180 days after You first purchased this insurance.

### How much We cover

The maximum We will pay for any one claim is £100,000.

### What We do not cover (Subsection 7)

- a) Any dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land.
- b) Any claim directly or indirectly caused by contributed to or arising from the construction of or structural alteration to buildings or parts of buildings.

**Excess** – Nil.

### What We do not cover

Exclusions applicable to all sections of Legal Expenses cover.

We will not be liable for

- a) Professional Costs and Expenses incurred
  - i) where the Insured Event had commenced or occurred
    - 1) before this policy started or
    - 2) on or after the renewal of this policy and which You knew or should reasonably have known could result in a claim.
  - ii) for the pursuit continued pursuit or defence of any claim if We consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
  - iii) prior to written confirmation from Us that the claim has been accepted or Professional Costs and Expenses beyond those for which We have given Our prior approval in accordance with the terms and conditions of the cover.
  - iv) where You fail to instruct or give proper instructions to Us or to the Professional Adviser.
  - v) where You are responsible for anything which in Our reasonable opinion prejudices success in the prosecution defence or settlement of the Proceedings.
  - vi) where You fail to provide evidence or information reasonably required by Us to establish whether support can be provided under this cover.
  - vii) where You are responsible for anything which in Our reasonable opinion prejudices Our position in respect of the Proceedings.
  - viii) where You decide that You no longer wish to pursue Your claim as a result of disinclination All costs incurred up until this stage will become Your responsibility.
  - ix) in respect of the amount in excess of Our Standard Professional Costs and Expenses where You have elected to use a Professional Adviser of Your own choice.

Section 3 continued on the next page.

- x) where the Insured Event occurs outside of the Geographical Limits.
  - xi) in defending or pursuing new areas of law or test cases.
- d) Claims
- i) arising from any deliberate criminal act or omission by You.
  - ii) involving prosecutions which allege dishonesty or intentional violence.
  - iii) notified to Us outside of the Period of Insurance.
  - iv) for an application for a judicial review.
  - v) made by or against You against or by Us.
  - vi) directly or indirectly caused by contributed to or arising from
    - 1) subsidence or mining or quarrying activities
    - 2) patents copyrights trademarks merchandise marks service marks registered designs intellectual or artistic property secrecy or confidentiality agreements (other than claims under employment cover) and passing off
    - 3) computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
    - 4) actual planned or proposed works by or under the order of any government or public or local authority
    - 5) planning law including town and country planning legislation
    - 6) the construction of or structural alteration to buildings or parts of buildings
    - 7) libel or slander or malicious falsehood.
  - vii) where You act without Our consent or contrary to or in a manner different from Our advice or that of Your Professional Adviser.
  - viii) made under this cover which do not arise from or relate to Your normal business as shown in the Schedule.
  - ix) relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination.
  - x) which are false or fraudulent.
- e) Professional Costs and Expenses and Attendance Expenses
- i) incurred in avoidable correspondence.
  - ii) which are recoverable from a court tribunal or elsewhere.
  - iii) incurred in respect of any claim where but for the existence of this policy You would be entitled to indemnity under any other policy or certificate or but for a breach or alleged breach by You of the terms of the other policy or certificate.
- f) damages interest fines or other penalties which You are ordered to pay unless provided for in this cover.
- g) the costs of an appeal unless We have given Our prior written consent to such costs being incurred.
- h) the fees of an expert witness without Our approval being obtained for the appointment of the expert witness and to the amount of his fees.
- i) prior to the issue of court Proceedings the legal costs and disbursements of a firm of solicitors instructed by You other than those of Arc Legal's panel solicitors or their agents.

## Conditions

### Cancellation

This Section may be cancelled at any time by Arc Legal Us or Your representative giving 14 days' notice in writing to the other if no claims have been made or notified a pro rata return of premium will be made there shall be no return of premium in respect of a Period of Insurance in which a claim has been made or notified and claims notifications will not be accepted after the date of cancellation.

### Appointing a Professional Adviser

- A At any time before Proceedings are issued We will
- 1) take over the claim and deal with it in Your name
  - 2) appoint Solicitors to act for You as Professional Adviser.
- B If Proceedings need to be issued
- 1) You may inform Us of Your choice of a Professional Adviser We may accept such choice if the Professional Adviser confirms in writing that he or she will co-operate with You to enable You to keep to the terms of this Certificate Where we agree to your own choice of Professional Adviser this insurance will not cover any amount in excess of Our Standard Professional Costs and Expenses
  - 2) if We and You cannot agree with Your choice of Professional Adviser You may suggest another if We still cannot agree upon a suitable Professional Adviser We shall ask the Law Society to choose a solicitor to act Both We and You must accept their decision.
- C If Your Professional Adviser refuses to continue acting for You for reasonable cause or You discontinue Your instructions then Our liability will stop at once unless We agree to the appointment of another Professional Adviser where you decide that you no longer wish to pursue Your claim through disinclination all costs incurred up until this stage will become your responsibility.

### Conducting Proceedings

You will instruct the nominated Professional Adviser to

- A provide Us immediately with an opinion of the prospects of success an estimate of the total costs likely to be incurred and details of the charging rate.

## Subsection 7 Non-Tenancy Property Infringement (continued)

B keep Us fully and promptly advised of the progress of the case of any change in his view of prospects of success and/or his estimate of costs during the Proceedings if he does not comply all liability under this Section will cease.

We will meet the Professional Adviser's costs and expenses of dealing with the Proceedings which have been agreed in advance by Us –both amount and purpose – and as long as prospects of success remain reasonable.

### Our right to information

We will have direct access to the Professional Adviser at all times and You will co-operate fully with Us and keep Us informed of all material developments.

We will be entitled to obtain any information copy document account or correspondence relating to the Proceedings whether or not it is privileged and You will give any instructions to the Professional Adviser which might be required immediately.

We will be notified as soon as reasonably possible by You or the Professional Adviser of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by You but We reasonably consider the outcome of the Proceedings to be equally or less favourable to You than the offer of payment We will have no liability in respect of any further Professional Costs and Expenses unless We have given Our agreement for Proceedings to continue.

If You are not satisfied with Our decision the dispute must be resolved under the terms of the Disputes condition below.

### Co-operation

You will co-operate with Us at all times and reply promptly to any correspondence connected with the claim.

### Investigation of the claim

We may or through Our servants agents, solicitors, or accountants make Our own investigations into the claim and may subject to Your approval which will not be withheld unreasonably attempt to reach a settlement of the Proceedings.

### Information to be given to the Professional Adviser

You will give all information requested by the Professional Adviser to him promptly and meet with him whenever requested.

### Assessment of bills

If We request it You will instruct the Professional Adviser to submit his bill of costs for assessment by the court or by the appropriate professional body.

### Withdrawal and discontinuance

If You withdraw from or discontinue the Proceedings without Our prior agreement the responsibility for payment of any Professional Costs and Expenses and third party costs will become Yours.

We will be entitled to reimbursement by You for any costs paid or incurred during the course of the proceedings including any Professional Costs and Expenses which We are obliged to pay because of You withdrawing or discontinuing.

### Recovery of costs from third parties

You will whenever reasonably possible attempt to recover costs from a third party and will instruct the Professional Adviser accordingly.

### Agreement

We will not be bound by any agreement to which We are not a party.

### Disputes

In the event of any dispute arising between You and Us which cannot be resolved in accordance with Our complaints procedure available on request or where provision has not already been made the dispute may where we both agree be referred by You for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or failing agreement by the Law Society.

Any arbitration will be in accordance with the provisions of the then current arbitration acts and will be binding on both parties the costs will be at the discretion of the arbitrator.

### Prospects of Success

If at any time We consider Your prospects of success in the proceedings are not good or that Your interests can be achieved by other means We will provide You with a written explanation of Our decision.

We will then be under no further liability to indemnify You in respect of the case.

in forming Our decision We may take into account.

- a) the amount of money at stake.
- b) the fact that a reasonable insured without legal costs insurance would not wish to pursue this matter.
- c) the prospects of being able to enforce a judgment.

If You disagree with this decision You can ask Us to obtain an opinion from an independent solicitor or barrister if You and We are unable to agree on a suitable solicitor or barrister the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with Our view We will pay the cost of obtaining it but if it supports Our view You will pay the cost.

### Applicable Law

United Kingdom law allows for the insurer and You as the Insured to choose the law applicable to this insurance contract We propose that the contract is governed by English law if there is any dispute as to which law applies it shall be English law.

Section 3 continued on the next page.

**Language**

The language for contractual terms and obligations will be English.

**Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

**Value Added Tax**

If You are registered for VAT Inter Partner Assistance SA will not be liable to indemnify You for the VAT element of any legal expenses invoices.

**Business Legal Helpline**

The helpline service may be used to discuss any business legal problem concerning You. Simply telephone 0344 770 1047 quoting "Markerstudy Insurance Services Ltd Legal Expenses" and ask to speak to a legal adviser. This service is here to help You – Do not hesitate to make full use of it. In particular if something You are proposing to do may result in a claim You must use the helpline first.

**Debt Counselling Helpline**

Managing money well is sometimes overlooked in the pressures of our daily lives You and your Employees can talk about any financial concerns or worries through our 24/7 Debt Counselling Helpline.

Expert confidential help is at hand through Our trained independent counsellors ready to assist with counselling support advice and help if Your debt is complicated the counsellor can also direct Your call to our specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution Importantly once You are managing Your money concerns the support of Our counsellors is available 24/7 to help You find better ways to control future spending and deal with money related issues Call Debt Counselling Helpline 0344 770 1036 24 hours a day 365 days of the year and quote "Markerstudy Insurance Services Ltd Legal Expenses".

**Privacy and Data Protection Notice**

## 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit [HYPERLINK "http://www.arclegalassistance.co.uk"](http://www.arclegalassistance.co.uk) www.arclegalassistance.co.uk

## 2. How We Use Your Personal Data and Who We Share it With

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

## 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our notice.

## 4. Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

## 5. Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

## 6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer, please see website for full address details.

**Customer Service**

Our aim is to get it right first time every time if We make a mistake We will try to put it right promptly.

If You are unhappy with the service that has been provided You should contact Us at the address below We will always confirm to You within five working days that We have received Your complaint within four weeks You will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided within eight weeks You will receive a final response or if this is not possible a reason for the delay plus an indication of when a final response will be provided after eight weeks if You are not satisfied with the delay You may refer Your complaint to the Financial Ombudsman Service You can also refer to the Financial Ombudsman Service if You cannot settle Your complaint with Us. For further details on the service and eligibility go to <http://www.financial-ombudsman.org.uk>

Our contact details for this Section are

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service,  
Exchange Tower  
183 Marsh Wall  
London  
E14 9SR  
Tel: 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Compensation**

We are covered by the Financial Services Compensation Scheme If Your business turnover is below the equivalent of €2,000,000 and You have less than 10 employees You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance SA are unable to meet their obligations Your entitlement to compensation will depend on the circumstances of the claim further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

**Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority Arc Legal's Firm Reference Number is 305958 this can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.



## General exceptions

The following exceptions apply to all sections of this insurance (unless stated to the contrary) in addition to any exceptions appearing in the particular sections or in any extension or endorsement.

### What We will not cover

#### a) Existing circumstances

Claims arising out of circumstances which You knew about before the Period of Insurance which might be expected to give rise to a claim.

#### b) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

##### 1) Terrorism

2) any action taken in controlling preventing suppressing or in any way relating to 1) above.

except as stated in the Special Provisions – Terrorism below

Terrorism is defined as any act or acts including but not limited to

(i) the use or threat of force and or violence and or

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

in any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with b) 1) and 2) above regardless of any other contributory cause or event is not covered by this policy or is covered only up to a specified Limit of Liability You will have to prove that any such consequence is covered or is covered beyond that Limit of Liability.

#### Special Provisions – Terrorism

Neither of the exclusions in b) 1) and 2) above shall apply to Section 2 Subsection A Employers' Liability but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £5,000,000 arising from any one claim or series of claims against You arising out of one Occurrence including claimants' costs fees and expenses and Defence Costs.

Exception b) 1) above does not apply to the Terrorism Extension when insured by this policy.

#### c) Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

#### d) Sonic Bangs

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

#### e) War and Allied Risks

Damage occasioned by

i) Riot or civil commotion except to the extent that it is specifically insured

ii) War.

#### f) Pollution and Contamination (not applicable to Section 2 Liability Insurance)

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage caused by

i) pollution or contamination which itself results from any Cover insured

ii) any Cover insured which itself results from pollution or contamination.

#### g) Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from Radiation.

## General exceptions (continued)

### h) **Data Recognition Exception**

This insurance does not cover loss resulting from direct or indirect Damage caused by any Failure of a System resulting in Damage whether direct or indirect to any such System or to any other Property Insured

for the purposes of this Exception Failure of a System means the failure or inability of a System whether or not owned by You to

- i) correctly to recognise or utilise any data concerning a date whether a date in the Year 2000 or any other date as being such calendar date as the data is intended to represent
- ii) operate as a result of any command programmed into the System utilising any date whether a date in the Year 2000 or any other date.

System includes Computer Equipment and insofar as not included within Computer Equipment computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation microchip includes integrated circuits and microcontrollers.

### i) **Punitive Damages**

Any award of punitive or exemplary damages whether as fines penalties multiplications of compensatory awards or in any other form.

### j) **Sanction Limitation and Exception**

We will not provide cover and not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Terrorism extension – applicable only if stated in the Schedule

## Definitions applicable to the Terrorism Extension

The following definitions apply to this Terrorism Extension and shall keep the same meaning wherever they appear in the extension unless an alternative definition is stated to apply.

### Act of Terrorism

Act 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.

### Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems this includes but is not limited to the generation of excess traffic into the network addresses, the exploitation of systems or network weaknesses and the generation of excess or non genuine traffic between or amongst networks.

### Hacking

Unauthorised access to any computer or other equipment component system or item which processes stores or retrieves data whether the property of You or not.

### Private Individual

Any person other than

- 1) a company association or partnership
- 2) a trustee or body of trustees where insurance is arranged under the terms of a trust
- 3) a person who owns Residential Property for the purpose of their business as a sole trader
- 4) a person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied.

### Note

- a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats each will be deemed to be a Private Individual in respect of that same property; and
- b) where two or more persons have arranged insurance on Residential Property in their several names and or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the Property Insured they will be deemed to be a Private Individual in respect of that property.

### Residential Property

- 1) private dwelling houses and flats
- 2) household goods and personal effects.

### Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

### Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not this includes but is not limited to trojan horses, worms and logic bombs.

### Cover

We will indemnify You in respect of all losses resulting from Damage to property and business interruption insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance but only in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The maximum We will pay under this Terrorism Extension will not exceed the Limit of Liability or Sum Insured by each item of the Schedule under the Contractors All Risks Section of this policy or limit specified in any extension to that Section.

### Exceptions

The following exceptions apply to this extension and no other exception applies (other than those exceptions excluding types of property)

- 1) We will not indemnify You in respect of any losses directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - a) damage to any computer or other equipment, component system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether Your property or not where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack
  - b) riot, civil commotion, war, invasion, act of foreign enemy hostilities whether war be declared or not civil war, rebellion, revolution, insurrection or military or usurped power
- 2) We will not indemnify You in respect of any losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.

## Terrorism extension (continued)

### Conditions

The following conditions apply to this Terrorism Extension also refer to the Policy Conditions at the front of this policy booklet.

- 1) the insurance provided by this Terrorism Extension is subject to all the Definitions Conditions Clauses Endorsements and Conditions of the Contractors All Risks Section of this policy together with the policy Definitions and policy Conditions except
  - a) any which provide for adjustments of premium
  - b) any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c) any Long Term Undertaking and providing that if there is conflict between this Terrorism Extension and the rest of the policy this Terrorism Extension shall prevail.
- 2) We will not indemnify You under this Terrorism Extension unless and until the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Terrorism Extension.
- 3) in any action or suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You.

## Claims procedures and conditions (other than Legal Expenses Section 3)

### After any injury or Damage or claim or Occurrence which could lead to a claim

Please phone Us immediately on **0800 0195919** this number is available 24 hours a day 365 days a year. (Calls made to or from this number and other numbers at Inter Partner assistance SA may be recorded for training and monitoring purposes).

### Immediately, in the event of a serious accident, Loss or Damage

Please provide as much information as possible about the claim and your policy reference if available.

You should report to the Police any Loss or Damage from theft, arson, malicious damage or riot or civil commotion and obtain a crime book reference from them.

You must carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.

You must as soon as possible after discovery ensure any defect or danger is made good or remedied and in the meantime ensure additional precautions are taken as the circumstances require.

If there is any injury or Damage or claim or Occurrence which could lead to a claim You must not admit to anyone else that it was Your fault or negotiate or make an offer of settlement of any claim unless You have Our permission.

You must within 30 days or 7 days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons if insured by this Policy after the circumstances or event or of the expiry of the Indemnity Period or such further time as We may allow at Your own expense deliver to Us.

- 1) Details of any other insurance relating to the claim.
- 2) All such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by Your professional accountants or auditors who are regularly acting as such Your report being prima facie evidence of such information and details.
- 3) If We demand it a statutory declaration of the truth of the claim and of any matter connected with it.

We are entitled to take full control of any claim and We must be given whatever information and help We need.

We can prosecute or defend any claim in Your name.

If We make a payment under this insurance We can assume and maintain any rights of recovery against any other party, any recovery We make will be retained by Us up to the amount of Our payment in respect of compensatory damages claimants' costs, fees and expenses and Defence Costs. Any balance will then be given to You as recovery of Your Excess or other amount You have paid in respect of compensatory damages, claimants' costs, fees and expenses and Defence Costs.

You must not do anything that will affect Our interest in this insurance.

You must send Us any letter, writ, summons, application notice or claim form relating to a claim or potential claim as soon as You receive it together with a completed report form. Do not answer any letters send them straight to Us at the address at the end of this document You must also tell Us if You know about any prosecutions involving anyone covered by this insurance.

If We elect or become bound to reinstate or replace any property You shall at Your own expense produce and give to Us all such plans documents books and information as We may reasonably require.

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

In the event of any injury, loss or Damage in respect of which a claim is or may be made under this Policy, We and every person authorised by Us may without thereby incurring any liability and without diminishing Our right to rely upon any conditions of this Policy, enter take or keep possession of the Building or premises where the injury, loss or Damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner.

This condition shall be evidence of the leave and licence of You to Us so to do if You or anyone acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in doing any of the above-mentioned acts then benefit under this Policy shall be forfeited You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

You shall at Our request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after We indemnify You.

If at the time of any claim there is any other insurance covering Your interest in the property lost, destroyed or damaged or the same legal liability Our liability under this Policy shall be limited to its rateable proportion of such claim if any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner if any other insurance effected by or on behalf of You is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage Our liability hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the property.

If any difference shall arise as to the amount to be paid under this Policy liability being otherwise admitted such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us.

## Claims procedure for Legal Expenses Section 3 – employment cover

You will give Us notice in writing within 7 days of Your becoming aware of any Proceedings or suit made or brought against You or believed by You to be considered and any summons claim form application notice or other process served or threatened to be served and any event which may give rise to Proceedings against You.

If You do not give Us such notice any claim resulting from that event will not be covered without prejudice to the generality of this condition.

- A You must contact the Legal Helpline quoting the “Markerstudy Insurance Services Ltd Legal Expenses” on 0344 770 1047 and follow the advice given
- 1 before carrying out any disciplinary procedure or action.
  - 2 before the dismissal of an Employee.
  - 3 before implementing a redundancy programme and before making an Employee redundant.
  - 4 on formal or informal notification of a grievance by an Employee or of a complaint of sexual racial religious or disability discrimination or discrimination on the grounds of sexual orientation or age.
  - 5 before making any adverse variation of the terms of conditions of employment including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee’s remuneration.
  - 6 on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice.
- failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.
- B If You receive a form ET1 claim form from an employment tribunal and wish to obtain indemnity under this cover You should notify the Legal Helpline quoting the Legal Plus Business Helpline’ this must be done as soon as reasonably practicable and not later than within 7 days of the receipt of such form because of the statutory 28 days time limit for returning a response form (ET3) or responding on-line the response form should be left blank for completion by Your Professional Adviser upon request You must complete an Arc Legal claim form and forward it to Us immediately.
- C If a former Employee requests a written statement of reasons for Dismissal You must contact the Legal Helpline quoting the Legal Plus Business Helpline’ not later than 7 days from the request and prior to the statement being given.
- D if You intend to make a significant alteration to an Employee’s terms of employment You must telephone the Legal Helpline quoting the Legal Plus Business Helpline’ first and follow their advice.

## Claims procedure for Legal Expenses Section 3 – tenant eviction

You must contact the Legal Helpline quoting the “Markerstudy Insurance Services Ltd Legal Expenses” on 0344 770 1047.

A claim form will be sent out by e-mail, fax or post within 24 hours or claim forms can also be obtained from <http://www.arclegal.co.uk/informationcentre>. The claim form is required to be completed and returned along with supporting documentation within five days of it being received unless otherwise agreed with Arc Legal or the Professional Adviser.

If Rent is overdue the Tenant and any guarantor must be contacted within seven days to establish the reason for the default If the Rent is not paid within a further seven days the Tenant and any guarantor must be contacted again If the Tenant/guarantor cannot be contacted and it is lawful to do so You or Your agent must serve notice of a requirement to undertake an inspection in accordance with the Your rights within the Tenancy Agreement and visit the Premises You should seek legal advice if You are unsure that such an inspection is lawful.

You and Your agent must act promptly to gain vacant possession of the Premises and recover Rent arrears.

### What happens next

Your claim will be assessed and if accepted and deemed appropriate an enquiry agent will visit the Tenant and any guarantor If the enquiry agent is unable to reach an agreement with the Tenant/guarantor to remedy their failure to perform their obligations under the Tenancy Agreement Arc Legal’s panel solicitors or their agents will be appointed to act for You.

You or Your agent must give all information requested by Arc Legal or the Professional Adviser within five days of receiving the request for that information unless otherwise agreed with Arc Legal or the Professional Adviser.

You or Your agent must attend any court hearing if requested by the Professional Adviser.

This claims procedure should be read in conjunction with the terms and conditions of the insurance.

## Claims procedure for Legal Expenses Section 3 – all other sections of cover

Potential claims must be notified to Us by telephoning the Legal Helpline quoting “Legal Plus Business Helpline” and before instructing a Professional Adviser You must make Your claim as soon as You are or should reasonably have been aware of any event which has resulted in or could result in an Insured Event if you do not tell us about this event within 180 days and within the Period of Insurance of Your becoming aware any claim resulting from that event will not be covered You must follow the advice of the Legal Helpline Professional Costs and Expenses incurred prior to Our accepting Your claim will not be covered under this insurance. You can complete and submit Your claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre) Alternatively We will send You a claim form which must be completed giving a complete and truthful report of the facts of the claim indicating any potential witnesses and any documentary evidence and return it to Arc Legal at the earliest opportunity.

# How we use your information

## Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access at [www.markerstudy.com](http://www.markerstudy.com) or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

## How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

## What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

## How we may share your information

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

## How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

## Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

## Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their employment in the UK for employers carrying on, or who have carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- To identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- To identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability cover and any other persons permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance data in this way and for these purposes.

## How we use your information (continued)

### Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

### Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

### Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

### Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

### Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer  
Markerstudy Insurance Services Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB



# Our Service Commitment

## What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

If you have a complaint, please contact our service providers at the address below:

Markerstudy Insurance Services Ltd  
Prospect House  
Thanet Way  
Whitstable  
CT5 3FD  
Email: [tradesmans.package@markerstudy.com](mailto:tradesmans.package@markerstudy.com)

When contacting Markerstudy Insurance Services Ltd please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR.

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

## What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action

## Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Markerstudy Insurance Services Ltd  
Prospect House  
Thanet Way  
Whitstable  
CT5 3FD

We always welcome feedback to enable us to improve our products and services.

## Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.



**Markerstudy Insurance Services Ltd,**  
Prospect House, Thanet Way,  
Whitstable, Kent CT5 3FD

Markerstudy Insurance Services Ltd is an appointed service provider to but is not an agent of Zenith Insurance Plc.

Markerstudy Insurance Services Limited registered in England and Wales (No. 2135730) with registered office at 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 475572).

Markerstudy Insurance Services Ltd is part of the Markerstudy Group of Companies.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. MISL 0418 1