



# Insurance Booklet

Manual Occupations and Professions



Thank you for choosing Ripe Insurance for Small Business.

Ripe Insurance for Small Business is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

**We** have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in ‘definitions’. From now on wherever a word with a definition is used it will be printed in **bold** type.

The next few pages give **You** a summary of the main policy benefits and terms and conditions, known as the Policy Summary (KeyFacts®) and therefore does not contain the full terms which can be found further in this insurance booklet.

## Ripe Insurance for Small Business Summary

### NAME OF THE UNDERWRITER

Aviva Insurance Limited. Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

### TYPE OF INSURANCE AND COVER

This Insurance can provide cover for the following. Please refer to **Your** Insurance **Schedule** for details of the cover applicable to **You** as the **Insured Person**:

- Section 1 – Public and Products Liability
- Section 2 – Employers’ Liability (Optional)
- Section 3 – Tools Cover (Optional)
- Section 4 – Goods in Transit (Optional)
- Section 5 – Contract Works (Optional)
- Section 6 – Own Plant (Optional)
- Section 7 – Hired in Plant (Optional)
- Section 8 – Accidental Death

### STANDARD FEATURES AND BENEFITS

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 - Public and Products Liability	<p><b>We</b> will indemnify <b>You</b> against legal liability to pay compensation and <b>Costs and Expenses</b> in respect of:</p> <p>(a) accidental <b>Bodily Injury</b> to any person</p> <p>(b) accidental <b>Damage</b> to property</p> <p>(c) accidental nuisance, trespass, obstruction, loss of amenities or interference with any right of way, light, air or water</p> <p>(d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy</p> <p>which arises in connection with the <b>Business</b> and which happens during the <b>Period of Insurance</b> and within the <b>Territorial Limits</b>.</p>	<ul style="list-style-type: none"> <li>• Please see ‘what is not covered’ in the policy wording</li> <li>• <b>Bodily Injury</b> to any <b>Employee</b> arising out of and in the course of the employment or engagement of such persons by <b>You</b></li> <li>• <b>Damage</b> to property owned by, hired to or in the custody or control of <b>You</b> or any <b>Insured Person</b> other than: <ul style="list-style-type: none"> <li>o personal effects including motor vehicles and their contents belonging to any director, partner, <b>Employee</b>, guest or visitor of Yours</li> <li>o premises temporarily occupied by <b>You</b> for the purposes of undertaking work in connection with the <b>Business</b></li> <li>o premises (including its fixtures and fittings) leased, hired or rented to <b>You</b> provided that <b>We</b> will not be liable in respect of liability assumed by <b>You</b> under a tenancy or other agreement which would not have attached in the absence of such agreement</li> </ul> </li> </ul>

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 2 - Employers' Liability	<p>We will indemnify You against legal liability to pay compensation and <b>Costs and Expenses</b> in respect of <b>Bodily Injury</b> caused during the <b>Period of Insurance</b> to any <b>Employee</b> arising out of and in the course of employment or engagement of such person by You in connection with the <b>Business</b> within the <b>Territorial Limits</b>.</p>	<ul style="list-style-type: none"> <li>Please see 'what is not covered' in the policy wording</li> <li><b>Bodily Injury</b> caused to any <b>Employee</b> (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such <b>Bodily Injury</b> is caused by or arises out of the use by You of a vehicle on a road.</li> </ul>
Section 3 - Tools Cover	<p>We will indemnify the <b>Insured Person</b> in respect of <b>Damage</b> to <b>Tools</b> occurring during the <b>Period of Insurance</b> and within the <b>Territorial Limits</b> provided that such indemnity shall be by payment or at <b>Our</b> option by reinstatement or repair.</p>	<ul style="list-style-type: none"> <li>Please see 'what is not covered' in the policy wording</li> <li><b>Damage to Tools</b> caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle, trailer or room or box and there is evidence of forcible and violent entry to or exit from the motor vehicle, trailer or room or box.</li> </ul>
Section 4 - Goods in Transit	<p>We will indemnify You in respect of <b>Damage</b> to goods pertaining to the <b>Business</b> whilst in or on or being loaded into or onto or unloaded from any motor vehicle within the <b>Territorial Limits</b> and owned by or operated by You or under Your direct control.</p> <p>Our liability shall not exceed £500 in respect of any one occurrence.</p>	<ul style="list-style-type: none"> <li>Please see 'what is not covered' in the policy wording</li> <li><b>Damage</b> caused by deterioration or any inadequate packing or insulation</li> <li><b>Damage</b> caused by theft or attempted theft</li> <li><b>Damage</b> due to delay or any other indirect loss</li> </ul>
Section 5 - Contract Works	<p>We will indemnify You in respect of <b>Damage</b> to the <b>Contract Works</b> occurring during the <b>Period of Insurance</b></p>	<ul style="list-style-type: none"> <li>Please see 'what is not covered' in the policy wording</li> <li>the first £250 of each and every claim for <b>Damage</b> not caused by theft attempted theft or malicious damage</li> <li>the first £500 of each and every claim for <b>Damage</b> caused by theft attempted theft or malicious damage</li> <li>theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building</li> </ul>
Section 6 - Own Plant	<p>We will indemnify You in respect of <b>Damage to Plant</b> owned by You whilst at the <b>Contract Site</b></p>	<ul style="list-style-type: none"> <li>Please see 'what is not covered' in the policy wording</li> <li>the first £250 of <b>Damage</b> not caused by theft attempted theft or malicious damage</li> <li>the first £500 of <b>Damage</b> caused by theft attempted theft or malicious damage</li> <li>theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building</li> </ul>
Section 7 - Hired in Plant	<p>We will indemnify You in respect of <b>Damage to Plant</b> hired in by You whilst at the <b>Contract Site</b></p>	<ul style="list-style-type: none"> <li>the first £250 of <b>Damage</b> not caused by theft attempted theft or malicious damage</li> <li>the first £500 of <b>Damage</b> caused by theft attempted theft or malicious damage</li> <li>theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building</li> </ul>

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 8 - Accidental Death	<p><b>We</b> will indemnify any <b>Insured Person</b> for accidental death caused by a sudden, unexpected event during the <b>Period of Insurance</b> following an accident within the <b>Territorial Limits</b>.</p> <p>The maximum accumulation limit for any one event shall be £10,000.</p>	<ul style="list-style-type: none"> <li>• Please see 'what is not covered' in the policy wording</li> <li>• the <b>Insured Person</b> committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane</li> <li>• deliberate exposure to exceptional danger (except in an attempt to save human life) or the <b>Insured Person's</b> own criminal act or being under the influence of alcohol or drugs</li> </ul>

## PERIOD OF INSURANCE

The **Period of Insurance** as stated in **Your** Insurance **Schedule**.

## YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

**You** may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or fax, or send an email.

## OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending 14 days' notice to **You** at **Your** last known address and will set **Our** reason for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

## HOW TO MAKE A CLAIM

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

Give details of **Your** claim by either:

- Telephone: +44 (0)333 400 9296
- Post: Ripe Insurance for Small Business Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.smallbusiness@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

## OUR COMPLAINTS PROCEDURE

**We** are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"> <li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>• Phone – 01782 339128</li> </ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Ripe Insurance for Small Business: <ul style="list-style-type: none"> <li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li> <li>• Post – Ripe Insurance for Small Business, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li> <li>• Phone – 0344 274 3262</li> </ul>

- If **You** have taken a product out with **Us** online or by telephone, **You** can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and **We** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **Your** complaint after **We** have had the opportunity to consider and resolve it.
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

## YOUR RIGHTS

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## COMPENSATION

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

# Ripe Insurance for Small Business Policy Wording

## NAME OF THE UNDERWRITER

Aviva Insurance Limited. Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

If **You** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

**We** must draw **Your** attention to a number of important features of this insurance:

- This part of the document provides details of **Your** Policy and the terms and conditions that apply. The Policy is a legal contract between **You** and **Us**. The Policy wording and Insurance **Schedule** make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your** Policy is in two parts – this Policy wording and the Insurance **Schedule**:

Policy	Schedule
<ul style="list-style-type: none"> <li>• Exactly what is covered and what isn't</li> <li>• How to make a <b>Claim</b> and how <b>We</b> will settle that <b>Claim</b></li> <li>• <b>Our</b> obligations to <b>You</b></li> <li>• The terms and conditions you must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to <b>You</b> and the dates from which cover is in force</li> <li>• The various limits and sums insured that apply to <b>Your</b> cover</li> <li>• Any special terms that apply to <b>Your Policy</b></li> <li>• <b>Your Premium</b></li> <li>• <b>Your Policy</b> number</li> </ul>

**Our** part of the contract is that **We** will provide the cover set out in this Policy wording:

- for those sections which are shown on **Your** Insurance **Schedule**
- for the insurance period set out on the same Insurance **Schedule**

**Your** part of the contract is:

- **You** must pay the Premium as shown on **Your** Insurance **Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this Policy

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the Premium or **You** may find that **You** do not have any cover.

## Contents

Section	Page Number(s)
Welcome .....	2
Important Features .....	8
Claims .....	9
Important Information .....	10
Definitions .....	12
<b>Section 1 - Public &amp; Products Liability .....</b>	<b>14</b>
<b>Section 2 - Employers Liability .....</b>	<b>19</b>
<b>Section 3 - Tools Cover .....</b>	<b>22</b>
<b>Section 4 - Goods in Transit .....</b>	<b>23</b>
<b>Section 5 - Contract Works .....</b>	<b>24</b>
<b>Section 6 - Own Plant .....</b>	<b>27</b>
<b>Section 7 - Hired in Plant .....</b>	<b>28</b>
<b>Section 8 - Accidental Death .....</b>	<b>30</b>
General Conditions .....	31
General Exclusions .....	33
Complaints Procedure .....	35
Data Protection - Privacy Notice .....	37

## IMPORTANT FEATURES:

- Insurance Booklet: **You** should read this document carefully in conjunction with the Insurance **Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover
- Conditions and Exclusions: Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance
- Limits: All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item
- Excesses: Claims under certain sections will be subject to an Excess. Where there is an Excess, **You** will be responsible for paying the first part of a claim
- Reasonable Care: **You** are required to take all reasonable care to protect yourself and **Your** property and to act as though **You** are not insured
- Complaints: This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint
- 'Cooling Off' Period: This Insurance Booklet contains a 'cooling off' period as detailed in '**Your** right to cancel'
- Duty of Disclosure: **You** have a duty to make a fair presentation of the risk which is covered by this policy.

Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate, provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Us**. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all. **You** should keep a written record (including copies of letters) of any information **You** give **Us**.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please return it within 14 days from receipt of documentation.

Please note that this insurance is only available to residents in the United Kingdom.

## Claims

### OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

### HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall:

1. Notify Davies Group as follows:
  - a. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.
  - b. For all other claims as soon as reasonably possible and within 30 days of the date of the incident being discovered

Give details of **Your** claim by either:

- Telephone: +44 (0)333 400 9296
- Post: Ripe Insurance for Small Business Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.smallbusiness@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

### CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

- (a) It is a condition precedent to **Our** liability that on the happening of any **Bodily Injury** or **Damage You** or **Your** legal personal representative shall at **Your** own expense
  - i. give immediate notice to **Us**
  - ii. take all reasonable precautions to prevent further **Bodily Injury** or **Damage**
  - iii. within 30 days of the incident being discovered submit full details of the incident
  - iv. supply all estimates information and assistance as may be required
  - v. send to **Us** any writ summons or other legal process issued or commenced against **You**
  - vi. notify **Us** immediately of any impending prosecution inquest or fatal accident inquiry
- (b) It is a condition precedent to **Our** liability that **You** shall not negotiate admit or repudiate any liability without **Our** written consent
- (c) **We** will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - b. Take over and conduct the defence or settlement of any claim
- (d) It is a condition precedent to **Our** liability that on the happening of any occurrence of **Damage** caused by theft or attempted theft or malicious persons **You** shall give immediate notice to the Police.

## Important Information

### STATEMENT OF DEMANDS AND NEEDS

This policy meets the demands and needs of a small business who requires insurances for:

- Public/Products Liability and/or
- Employers' Liability and/or
- Tools Cover and/or
- Goods in Transit and/or
- Contract Works and/or
- Own Plant and/or
- Hired in Plant and/or
- Accidental Death Cover

as detailed in this Insurance Booklet.

### KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **Your Business**.

**You** must tell **Us** immediately about the following changes:

- Any change to **Your Business** description or activities
- Any change to the people insured, or to be insured
- Any changes to **Your** contact information

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

### YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

**You** may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or fax, or send an email.

### OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending 14 days' notice to **You** at **Your** last known address and will set **Our** reason for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

## GOVERNING LAW

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of **Business**. If there is any dispute, the law of England and Wales shall apply.

## FRAUD PREVENTION AND DETECTION

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

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file your details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,  
Cruan Business Centre,  
Westerhill Business Park,  
123 Westerhill Road,  
Bishopbriggs,  
Glasgow,  
G64 2QR  
Telephone 0345 300 0597.  
Email: PIUUKDI@AVIVA.COM

**We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
  2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
- Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## EMPLOYERS' LIABILITY TRADING OFFICE

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employer's 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 course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers'

## CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this please contact Ripe Insurance for Small Business.

## USE OF LANGUAGE

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

## Definitions

This part of the Policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold type whenever it appears in the Policy, Insurance **Schedule** and endorsements.

### Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation

### Business

The business as described in the **Schedule** shall include:

1. The ownership, repair, maintenance and decoration of **Your** business premises
2. Private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of Yours
3. The provision and management of canteen, sports, social and welfare organisations for the benefit of Employees
4. **Your** fire, security, first aid, medical and ambulance services
5. **Your** participation in exhibitions

### Certificate of Completion

The certificate issued by the architect or engineer confirming substantial completion of the **Contract Works**

### Contract Price

For any one contract the amount of the estimated cost of the **Contract Works** at inception including the value of **Free Issue Materials** up to but not exceeding the amount stated in the **Schedule** as the Sum Insured in respect of the **Contract Works** Section

### Contract Site

The situation of the **Contract Works** within the **Territorial Limits** and any area immediately adjacent, occupied by **You**, directly and solely for the performance of the **Contract Works**

### Contract Works

The temporary or permanent works executed or in course of execution by or on behalf of **You** in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith, whilst on or adjacent to the **Contract Site** or in transit by road, rail or inland waterway within the **Territorial Limits** to the extent **You** are responsible under contract

### Costs and Expenses

1. Claimants' legal costs for which **You** are legally liable
2. All costs and expenses incurred with **Our** written consent in defending any claim
3. The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction, in respect of any alleged act, causing or relating to any occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry

### Damage

Physical loss, destruction or damage

### Employee

Any person while working under **Your** direct control in connection with the **Business** who is:

1. Under a contract of service or apprenticeship with **You**
2. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. A labour master or person supplied by him
4. A person engaged by a labour only sub-contractor
5. A self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. A driver or operator of hired-in **Plant**
7. A trainee or person undergoing work experience
8. A voluntary helper

### Free Issue Materials

Materials for incorporation into the **Contract Works**

1. Issued free to **You** by or on behalf of **Your** employer or **Principal** and
2. For which **You** are responsible under the conditions of the contract the value of which will not be included in the final valuation of the **Contract Works** carried out or the final **Contract Price** and which are not otherwise excluded

### Insured Person

Any **Principal**, partner, director or **Employee** working in the **Business** and included in the insurance provided by the Public and Products Liability Section

### Maintenance Period

The period designated in any contract entered into by **You** during which **You** are responsible for rectifying defects originating during the performance of the works provided that such period does not exceed 24 months

### Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination

### Period of Insurance

The period beginning with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this policy

### Plant

**Plant**, equipment, site huts or caravans other than **Tools** for use in connection with the **Business**

### Practical Completion

Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the **Contract Works**

### Principal

Any person, company, local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**

### Schedule

The document that specifies **Your** details and any Excesses, Endorsements and Conditions that are applicable. The schedule shows the Sections of the policy that are operative

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

### Tool(s)

Hand tools and hand held portable power tools which are the property of or hired in by an **Insured Person** for use in connection with the **Business**

### We/Us/Our

Aviva Insurance Limited

### You/Your/Policyholder

The person, persons or Limited or Public Limited Companies named in the **Schedule**

## Section 1 – Public And Products Liability

### WHAT IS COVERED:

**We** will indemnify **You** against:

1. legal liability to pay compensation and
2. **Costs and Expenses**  
in respect of:
  - (e) accidental **Bodily Injury** to any person
  - (f) accidental **Damage** to property
  - (g) accidental nuisance, trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
  - (h) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy which arises in connection with the **Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

### Limit of Liability

**Our** liability to pay compensation in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

### EXTENSIONS

The following extensions apply to this Section:

#### 1. Additional Directors, Partners or Employees

Notwithstanding the total number of persons or Employees stated in the **Schedule** this policy is extended to include additional partners, directors or Employees provided that the total number of manual partners, directors and Employees does not exceed 10.

If **You** fail to notify **Us** within 14 days of the engagement of any such additional person other than in respect of temporary Employees, **We** shall not be liable for the first £500 of each and every claim in addition to any other excess provided for in this Section.

#### 2. Additional Persons Insured

**We** will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
  - (i) any of **Your** directors, **Your** partners or Employees in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
  - (ii) any officer committee or member of **Your** canteen, sports, social or welfare organisations fire security first aid, medical or ambulance services in their respective capacities as such
  - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official

Provided that:

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were **You** observe, fulfil and be subject to the terms of this policy insofar as they can apply
3. **We** will retain sole conduct and control of any claim or
4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the limit of liability

#### 3. Bona-fide Subcontractors

**We** will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf.

It is a condition precedent to liability under this extension that:

- a. where any work is undertaken for **You** or on **Your** behalf by any bona-fide subcontractor **You** must prior to their appointment ensure that each bona-fide subcontractor holds current and valid Public Liability insurance appropriate to the work being carried out with a Limit of Indemnity which is no less than the Public Liability limit of this policy
- b. in the event of a claim under this extension **You** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for **You**
- c. annual payments to bona-fide subcontractors shall not exceed £50,000 per annum or 25% of **Your** annual turnover whichever is greater unless agreed to the contrary by **Us**

#### 4. Contractual liability

**We** will indemnify **You** in respect of liability assumed by **You** under any contract or agreement for work in connection with the **Business** other than:

- (a) for liquidated damages or fines or penalties
- (b) any agreement to obtain indemnity under this Section for or on behalf of anyone other than **You** except as provided for in the Additional Persons Insured extension or as otherwise agreed by **Us** and endorsed onto the policy
- (c) in respect of property the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) in the terms of which **You** are required to effect insurance
- (d) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any Product Supplied
- (e) for **Damage** to property forming the subject of a contract of agreement for work therein or thereon including any **Costs and Expenses** incurred in connection therewith when liability attaches to **You** solely by reason of the terms of the contract or agreement

#### 5. Corporate Manslaughter and Corporate Homicide Act 2007

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

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

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

The total amount payable under this extension in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

**We** will not indemnify **You** under this extension in respect of:

1. any prosecutions unless they relate to the death of any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2. the payment of fines or penalties
3. any remedial or publicity orders or any steps required to be taken by such order
4. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy
5. any proceedings resulting from any deliberate act or omission by **You**

#### 6. Court Attendance Costs

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

The maximum **We** will pay for:

- (a) **You**, each director or partner is £500 per day
- (b) each **Employee** is £250 per day

#### 7. Cross Liability

Where the **Policyholder** comprises of more than one party **We** will treat each party as if a separate policy had been issued to each, provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this Extension not applied.

#### 8. Defective Premises Act 1972

**We** will indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which has been disposed of by **You**.

Provided that this indemnity shall not apply to:

- (a) the cost of rectifying any **Damage** or defect in premise or land disposed of
- (b) liability for which **You** are entitled to indemnity under another insurance policy

#### 9. Health and Safety at Work etc Act 1974

**We** will indemnify **You** against legal **Costs and Expenses** incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

#### 10. Indemnity to Principals

**We** will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe, fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply

#### 11. Motor Contingent Liability

Notwithstanding Exclusion 3 of this Section **We** will indemnify **You** against legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere in **Territorial Limits**.

Provided that this indemnity will not apply

- (a) in respect of **Damage** to the vehicle or to property conveyed therein
- (b) while such vehicle is being driven by
  - (i) **You**
  - (ii) any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
- (c) to liability for which **You** are entitled to indemnity under another insurance policy

#### 12. Temporary Employees

**We** will indemnify **You** in respect of temporary Employees. Cover is provided under this Extension to a maximum of 50 man-days worked in and one **Period of Insurance**

This Extension does not remove the need to declare changes in **Employee** numbers as required by General Condition 1 of this policy.

#### 13. Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**

## CONDITIONS

These are the conditions of the Insurance you will need to meet as part of this contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid. These conditions apply to this section in addition to the general conditions.

#### 1. Application of Heat and Fire Precautions

This condition does not override any Endorsement on the policy excluding the use or application of heat.

It is a condition precedent to **Our** liability that whenever work is undertaken away from **Your** premises involving the use of:

- (a) electric oxy-acetylene, welding or flame cutting equipment
- (b) blow lamps, blow torches or hot air guns
- (c) tar, bitumen or asphalt heaters
- (d) angle grinders
- (e) or any other work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials

the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- 1. a thorough examination of the immediate vicinity of the work shall be completed and all combustible materials must be cleared to a distance of not less than 10 metres from the point of work so as to be safe from the danger of ignition by direct or conducted heat
- 2. where there is a danger of ignition either directly, or by conduction of heat through any partitions or walls, the area on the other side must be examined and any combustible material must be removed
- 3. combustible floors and other combustible property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

4. at least one fire extinguisher made and serviced in accordance with current European standards, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
5. the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions
6. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
7. for one hour after completion of each period of work involving the application of heat a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals
8. whenever tar, bitumen, asphalt or pitch heaters are in use away from **Your** premises they should be located at ground level and in the open air and any tar, bitumen, asphalt or pitch should be carried in a suitable vessel

## 2. Flammable Solvents

It is a condition precedent to **Our** liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by **You** and/or any **Employee** and/or any of **Your** Sub Contractors whenever work is undertaken away from **Your** own premises

- (a) smoking by **Your** Employees or Sub Contractors must not take place
- (b) no appliance for the application or supply of heat is to be used
- (c) prior to commencement of work, the site of work is to be checked by **You** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained where **You** or **Your** Employees or Sub Contractors are working

## 3. Damage to property under the ground

It is a condition precedent to **Our** liability that whenever digging or excavation work is undertaken the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- (a) ensure all reasonable measures are taken to identify the location of all pipes cables and other underground services before any work is commenced which may involve a risk of **Damage** to such underground services
- (b) keep a written record of the measures taken to locate such underground services
- (c) ensure the adoption of a method of work which minimises the risk of **Damage** to such underground services

## WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this policy.

**We** will not indemnify **You** in respect of liability arising from:

1. Any applicable excess
2. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such persons by **You**
3. **Damage** to property owned by, hired to or in the custody or control of **You** or any **Insured Person** other than:
  - (a) personal effects including motor vehicles and their contents belonging to any director, partner, **Employee**, guest or visitor of Yours
  - (b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
  - (c) premises (including its fixtures and fittings) leased, hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement
4. **Bodily Injury** or **Damage** arising from **Your** ownership, possession, use or control or on **Your** behalf of
  - (a) any locomotive, aircraft, watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
  - (b) any mechanically propelled vehicle or trailer attached thereto other than
    - (i) any vehicle not licensed for road use
    - (ii) any vehicle while being used as a tool of trade
    - (iii) the loading or unloading of any vehicle
 provided that **You** are not entitled to indemnity from any other source and that this policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation
5. **Bodily Injury** or **Damage** arising from
  - (a) any Product Supplied outside the **Territorial Limits**
  - (b) the failure or partial failure of any fire security or warning device to fulfil its intended function
6. **Bodily Injury** or **Damage** arising from or contributed to by any design, plan, specification or advice provided
  - (a) for work not undertaken by **You** or
  - (b) by any Architect, Quantity Surveyor or Consulting Engineer or
  - (c) by any person other than **You**

7. the cost of recalling, removing, repairing, replacing, reinstating or in any other way making good or providing compensation in place of
  - (a) any Product Supplied if such liability arises from any defect therein or the harmful nature or unsuitability thereof
  - (b) defective work
8. **Pollution or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** and **Our** liability for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not in aggregate exceed the amount shown as the Limit of Indemnity in the **Schedule**
9.
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of asbestos including any products containing asbestos
10. the giving of or application of any hair or beauty treatment
11. the first amount of each and every claim in respect of **Damage** to:
  - (a) underground pipes cables or services ..... Refer to **Your Schedule**
  - (b) property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat ..... £500
  - (c) property other than as provided for in (a) and (b) above ..... Refer to **Your Schedule**
12. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
13. **Bodily Injury** or **Damage** caused by or in connection with any work on or in:
  - (a) Docks, wharves, piers, harbours or railways
  - (b) watercraft or offshore gas or oil installations
  - (c) chemical or petrochemical works oil or gas refineries or storage facilities
  - (d) aircraft, airports, aerodromes or airfields
  - (e) power stations
  - (f) nuclear power stations
  - (g) any installation where nuclear processing is undertaken
  - (h) towers, steeples, chimney or well shafts, blast furnaces, viaducts, bridges, flyovers, dams, tunnels, motorways, quarries, mines or collieries

## Section 2 – Employers Liability

This Section is only operative where you have paid the appropriate premium and Employers Liability is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify **You** against

1. legal liability to pay compensation and
2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **You** in connection with the **Business** within the **Territorial Limits**.

### Limit of Liability

**Our** liability to pay compensation and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

### EXTENSIONS

The following extensions apply to this Section:

1. Additional Persons Insured

**We** will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
  - (i) any of **Your** directors **Your** partners or Employees in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
  - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire, security, first aid, medical or ambulance services in their respective capacities as such
  - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official

Provided that:

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
3. **We** will retain sole conduct and control of any claim or
4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability

2. Corporate Manslaughter and Corporate Homicide Act 2007

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

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

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

The total amount payable under this Extension in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

**We** will not indemnify **You** under this Extension in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2. the payment of fines or penalties
3. any remedial or publicity orders or any steps required to be taken by such orders
4. defence **Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy
5. any proceedings resulting from any deliberate act or omission by **You**

### 3. Court Attendance Costs

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

The maximum **We** will pay for:

- (a) **You**, each director or partner is £500 per day
- (b) each **Employee** is £250 per day.

### 4. Cross Liability

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this Extension not applied.

### 5. Health and Safety at Work etc Act 1974

**We** will indemnify **You** against legal **Costs and Expenses** incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

### 6. Indemnity to Principals

**We** will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply

### 7. Temporary Employees

**We** will indemnify **You** in respect of temporary Employees. Cover is provided under this Extension to a maximum of 50 man-days worked in any one **Period of Insurance**.

This extension does not remove the need to declare changes in Employees as required by General Condition 1 of this policy.

### 8. Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

## CONDITIONS

These are the conditions of the Insurance you will need to meet as part of this contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid. These conditions apply to this section in addition to the general conditions.

#### 1. Certificate of Employers' Liability

If this policy or Section is cancelled any Certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

#### 2. Our Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the **Territorial Limits** but **You** shall repay to **Us** all sums **We** would not have been liable to pay but for the provisions of such law.

#### WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this policy.

**We** shall not be liable under this Section in respect of **Bodily Injury**:

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** of a vehicle on a road.  
For the purposes of this exclusion the expression "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988.
2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
3. liquidated damages fines or penalties
4. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

## Section 3 – Tools Cover

This Section is only operative where you have paid the appropriate premium and **Tools** Cover is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify the **Insured Person** in respect of **Damage** to **Tools** occurring during the **Period of Insurance** and within the **Territorial Limits** provided that such indemnity shall be by payment or at **Our** option by reinstatement or repair.

**Our** liability in respect of the amount payable to any one **Insured Person** shall not exceed:

1. the Sum Insured stated in the **Schedule**
2. £500 in respect of any one **Tool** or 20% of the Sum Insured stated in the **Schedule**, whichever is greater.

### WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this policy.

**We** shall not be liable under this Section in respect of:

1. Any applicable excess
2. indirect loss of any kind
3. **Damage** to **Tools** due or attributable to
  - (a) wear and tear, rust, corrosion, mildew or other gradual deterioration or vermin or insect
  - (b) any process of cleaning, repair or restoration
  - (c) its own mechanical, electrical or electronic breakdown failure or derangement
4. **Damage** which is not traceable to an identifiable occurrence or which is caused by deception
5. **Damage** to **Tools** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle, trailer or room or box and there is evidence of forcible and violent entry to or exit from the motor vehicle, trailer or room or box
6. **Damage** to **Tools**
  - (a) occurring while lent to or being used by anyone other than an **Insured Person** or an **Employee**
  - (b) while hired out
7. **Damage** to ladders, generators, transformers or any other equipment or **Tool** not designed to be applied directly to the work by hand
8. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment
9. the first amount of each and every claim for **Damage**
  - (a) caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park ..... £250
  - (b) from any cause other than above ..... £60

## Section 4 – Goods In Transit

This Section is only operative where you have paid the appropriate premium and Goods in Transit is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify **You** in respect of **Damage** to goods pertaining to the **Business** whilst in or on or being loaded into or onto or unloaded from any motor vehicle within the **Territorial Limits** and owned by or operated by **You** or under **Your** direct control.

**Our** liability shall not exceed £500 in respect of any one occurrence.

### WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

1. **Damage** caused by deterioration or any inadequate packing or insulation
2. **Damage** caused by theft or attempted theft
3. **Damage** due to delay or any other indirect loss

## Section 5 – Contract Works

This Section is only operative where you have paid the appropriate premium and **Contract Works** is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify **You** in respect of **Damage** to the **Contract Works** occurring during the **Period of Insurance** provided that

1. **Our** liability shall not exceed the maximum **Contract Price** stated as the Sum Insured in the **Schedule**. The Sum Insured by this section is subject to Average
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

### EXTENSIONS

The following extensions apply to this Section:

#### 1. Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of any one occurrence of **Damage** shall not by virtue of this Extension exceed the Sum Insured stated in the **Schedule**.

#### 2. Debris Removal and Professional Fees

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

- (a) (i) removing debris
  - (ii) dismantling and/ or demolishing
  - (iii) shoring up, propping and fencing off
  - (iv) clearing and/or repairing drains and service mains on site
- (b) professional fees in connection with the reinstatement or repair of the **Contract Works** following **Damage** but not for preparing any claim

#### 3. Free Issue Materials

The **Contract Works** will include any **Free Issue Materials** provided **You** include their value in the **Contract Price**.

#### 4. Increase in **Contract Price**

In the event of any increase in the **Contract Price** during the **Period of Insurance** the Sum Insured stated in the **Schedule** shall be deemed to be increased in like proportion up to but not exceeding 20% of the Sum Insured.

#### 5. Indemnity to **Principal**

**We** will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

#### 6. Local Authorities

**We** will indemnify **You** in respect of the additional cost of reinstatement of the **Contract Works** as may be incurred solely by reason of the necessity to comply with any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided that

1. the amount recoverable under this Extension shall not include
  - (a) costs incurred in complying with any of the said Regulations or Bye-Laws
    - (i) which can be recovered elsewhere
    - (ii) under which notice had been served upon **You** prior to the happening of the **Damage**
  - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye- Laws
2. the work of reinstatement shall be commenced and carried out within twelve months of **Damage**.

#### 7. Maintenance Period Indemnity

Notwithstanding Exclusion 2(f)(i) **We** will indemnify **You** in respect of **Damage** to any part of the **Contract Works** occurring during the **Maintenance Period** relating to that part and for which in the terms of the contract **You** are responsible

- (a) arising from a cause occurring prior to such **Maintenance Period** or
- (b) caused by **You** in the course of work undertaken to comply with any terms of the contract relating to such **Maintenance Period**.

8. Off Site Storage

**We** will indemnify **You** in respect of materials allocated to any contract whilst temporarily stored anywhere within the **Territorial Limits** provided **You** are responsible for them.

9. Overtime and Other Costs

In respect of any **Damage** for which **You** are entitled to indemnity under this policy **We** will indemnify **You** in respect of the reasonable additional costs of overtime, shift working, bonus payments, plant hire charges, express delivery and similar expenses necessarily incurred by **You** with **Our** consent to expedite the reinstatement or repair of the **Contract Works**.

Provided that

- (a) such additional costs shall not in any way contribute to completion of any part of the **Contract Works** sooner than that part would have been completed had such **Damage** not occurred
- (b) **Our** liability in respect of such additional costs shall not exceed 10% of the **Contract Price**

10. Plans and Specifications

The Sum Insured stated in the **Schedule** is deemed to include plans specifications and other documents in respect of which **Our** liability shall be limited to the replacement of such plans specifications and documents essential for completion of the contract and shall not exceed their value as stationery together with the cost of labour in writing up redrawing or reproducing such plans specifications and documents excluding the value of or cost of retrieving information contained therein.

11. Prospective Purchasers Temporary Accommodation

In respect of private houses bungalows flats or maisonettes built by **You** **We** will at **Your** request pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of the property suffering **Damage** as insured by this Section which occurs between exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that

- (a) **Our** maximum liability under this extension shall not exceed 10% of the purchase price of the property or £10,000 whichever is the lesser
- (b) the property is not insured elsewhere
- (c) the purchaser observes the terms and conditions of this policy.

12. Show Properties

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

The maximum **We** will pay in respect of the contents of any one show property is £10,000.

13. Speculative Building

**We** will indemnify **You** in respect of **Damage** to private dwellings **You** have erected on a speculative basis but Cover shall cease from

- (a) the date such property is sold let or leased
- (b) three months after the date of **Practical Completion**

whichever is the earlier.

Where the property comprises several units within one block then part 1 of this Extension shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of **Practical Completion** if parts of it are still unsold unlet or unleased.

14. Sub Contractors Waiver of Subrogation

In respect of any contract awarded under the JCT Standard form of Building Contract and insured under this Section the following alterations to this Section shall apply but only in respect of the **Contract Works**.

In respect of **Damage** to the **Contract Works** by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract **We** will not pursue any rights of subrogation against subcontractors directly engaged by **You** provided that the subcontractor shall as if they were **You** observe fulfil and be subject to the terms exclusions and conditions of this policy.

**WHAT IS NOT COVERED:**

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this policy.

**We** shall not be liable under this Section in respect of:

1. (a) the first £250 of each and every claim for **Damage** not caused by theft attempted theft or malicious damage
- (b) the first £500 of each and every claim for **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to
  - (a) Deeds, bonds, bills of exchange, promissory notes, cash bank, notes, cheques, securities for money or stamps
  - (b) any aircraft, watercraft, hovercraft or any other vessel or craft intended to float in or on or travel through water, air or space
  - (c) any part of the **Contract Works** while in transit by sea or air

- (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
- (e) any pre-existing structure building or other property at the **Contract Site** or any contents therein
- (f) any part of the **Contract Works**
  - (i) in respect of which a **Certificate of Completion** has been issued unless such **Damage** happened within 14 days of the date of issue of a **Certificate of Completion** but only to the extent **You** are responsible under the conditions of the contract
  - (ii) which has been handed over to the **Principal**
  - (iii) which is in occupation or use by or in possession of the **Principal** or with **Your** permission any other person for any purpose other than the performance of the contract
  - (iv) which arises after **Practical Completion** where no **Certificate of Completion** is to be issued
- 3. **Damage** to any part of the **Contract Works** due to or attributable to
  - (a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect
  - (b) the mechanical, electrical or electronic breakdown failure or derangement or explosion thereof
  - (c) any defect in the materials or workmanship
  - (d) any faulty or defective design, plan or specification of or advice relating to that part
- 4. **Damage** for which **You** are not responsible under the terms of the contract
- 5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
- 6. any penalty, fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
- 7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building
- 8. **Damage** arising from
  - (a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
  - (b) any work connected with tunnels reservoirs dams viaducts bridges or mines
  - (c) any work in under or over water
- 9. **Damage** to the **Contract Works** upon which work has been suspended for a period in excess of 30 days
- 10. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
- 11. **Damage** caused by **Pollution or Contamination** other than that to the **Contract Works**

## Section 6 – Own Plant

This Section is only operative where you have paid the appropriate premium and Own **Plant** is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify **You** in respect of **Damage** to **Plant** owned by **You** whilst at the **Contract Site** in transit or at **Your** premises provided that

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule** or £25,000 in respect of any one item. The Sum Insured is subject to average
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

### EXTENSIONS

The following extensions apply to this Section:

#### 1. Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Extension exceed the Sum Insured stated in the **Schedule**.

#### 2. Plant Retrieval Costs

**We** will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

### WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

1. (a) the first £250 of **Damage** not caused by theft attempted theft or malicious damage  
(b) the first £500 of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to
  - (a) Deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps
  - (b) any aircraft, watercraft, hovercraft or any other vessel or craft intended to float in or on or travel through water, air or space
  - (c) **Plant** while in transit by sea or air
  - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to
  - (a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect
  - (b) the mechanical, electrical or electronic breakdown failure or derangement or explosion
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
6. confiscation, nationalisation, requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
  - (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
  - (b) in transit but excluding
    - (i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access
    - (ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building

## Section 7 – Hired In Plant

This Section is only operative where you have paid the appropriate premium and Hired in **Plant** is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify **You** in respect of **Damage** to **Plant** hired in by **You** whilst at the **Contract Site** in transit or at **Your** premises provided that

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule**
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

### EXTENSIONS

The following extensions apply to this Section:

#### 1. Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any loss or **Damage** **You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Extension exceed the Sum Insured stated in the **Schedule**.

#### 2. Continuing Hire Charges

**We** will indemnify **You** in respect of legal liability to pay continuing hire charges following **Damage** to construction **Plant**, **Tools** equipment and temporary buildings hired in by **You**

Provided that

- (a) this Extension shall not apply in respect of hired in **Plant** for which a valid claim has not otherwise been admitted under this policy
- (b) in respect of **Damage** **We** shall not be liable under this Extension for the hire charges that are payable during the first 48 hours that each item of **Plant** is out of commission
- (c) the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of **Plant** of The Contractors' **Plant** Association
- (d) **Our** liability under this Extension shall not exceed an amount equal to 13 weeks hire charges or 50% of the total Sum Insured of the Section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event

#### 3. Plant Retrieval Costs

**We** will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance

### WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this policy.

**We** shall not be liable under this Section in respect of:

1. (a) the first £250 of **Damage** not caused by theft attempted theft or malicious damage
- (b) the first £500 of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to
  - (a) Deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps
  - (b) any aircraft, watercraft, hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
  - (c) **Plant** while in transit by sea or air
  - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to
  - (a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect
  - (b) the mechanical, electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence

5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind other than as defined in the Continuing Hire Charges extension
6. confiscation, nationalisation, requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
  - (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
  - (b) in transit but excluding
    - (i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access
    - (ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building.

## Section 8 – Accidental Death

This Section is only operative where you have paid the appropriate premium and Accidental Death is shown on your insurance schedule.

### WHAT IS COVERED:

**We** will indemnify any **Insured Person** for accidental death caused by a sudden, unexpected event during the **Period of Insurance** following an accident within the **Territorial Limits**.

The maximum accumulation limit for any one event shall be £10,000.

### CONDITIONS

The following conditions apply to this Section in addition to the General Conditions at the end of this policy.

1. the **Insured Person** has is not 70 years of age and over, and
2. the **Insured Person** is normally resident within the **Territorial Limits**, and
3. this Section excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **Insured Person(s)** suffered, and was known to suffer, prior to inception of this policy
4. all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical advisor appointed by **Us** or on **Our** behalf and that such medical advisors shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the **Insured Person**
5. if a physical disability or condition of the **Insured Person** which existed before the insured event occurred, the amount of any compensation payable under this Section in respect of the consequences of the insured event shall be the amount which is reasonably considered and would have been payable if such consequences had not been so aggravated

### WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this policy.

**We** shall not be liable under this Section in respect of death directly or indirectly arising out of or consequent upon or contributed by:

1. the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane
2. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials
3. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) howsoever these have been acquired or may be named
4. deliberate exposure to exceptional danger (except in an attempt to save human life) or the **Insured Person's** own criminal act or being under the influence of alcohol or drugs
5. the **Insured Person** being intoxicated by alcohol or drugs
6. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
7. the **Insured Person's** motor-cycling, hunting, mountaineering, racing (other than on foot), playing football, rugby, ice- hockey or polo, skiing, tobogganing, parachuting, hang-gliding or pot-holing
8. the **Insured Person's** flying (except as a passenger and not as a member of the crew, for the purpose of engaging in any trade or technical operation therein in any properly certificated or licensed power- driven aircraft)

## General Conditions

### 1. Alteration in the Number of Workers

**We** must be advised within 14 days if the number of workers exceeds the number specified in the **Schedule** and any additional premium paid unless such workers are temporary Employees and **You** are indemnified as agreed in the Temporary Employees extension of this policy.

### 2. Average

If at the time of any loss the total Sum Insured specified in the **Schedule** is less than 85% of the total value of the property insured **We** shall bear only that proportion of the loss which the total Sum Insured bears to the total of the property insured.

This Condition does not apply to the Public and Products Liability Section or the Employers' Liability Section.

### 3. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

### 4. Contract (Rights of Third Parties) Act 1999

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

### 5. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim.

#### Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

### 6. Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

**We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) Shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair

presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

#### 7. Reasonable Precautions

**You** must :

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) maintain in good condition all **Plant, Tools** and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practices and Standards.
- (c) exercise care in the selection of Employees
- (d) remedy as soon as possible any defect or danger that becomes apparent.

#### 8. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

## General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

**We** shall not be liable for:

1. Anything which occurred before the Period of Insurance

2. War, Government Action and Terrorism

(a) War

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

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

(b) Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

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

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

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

(c) Other Actions

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

any action taken in controlling, preventing, suppressing or in any way relating to (a) War or (b) Terrorism above.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this Policy **We** will indemnify **You** under the Employers' Liability Section provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000.

3. Sonic Bangs

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

4. Radioactive Contamination

**Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as concerns **Bodily Injury** caused to any **Employee** of Yours if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

(i) the liability of any **Principal**

(ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

5. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or Bodily Injury

6. Any loss or damage:

a. deliberately caused by; or

b. arising from a criminal act caused by;

**You** or any other person living with **You**.

7. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
8. Any claims brought against the **You** in any country or jurisdiction outside of the United Kingdom
6. Electronic Data Exclusion

**Damage** distortion erasure corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this exclusion the following definitions apply:

“Electronic Data” shall mean facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

“Computer Virus” shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. It shall include but not be limited to ‘trojan horses’ ‘worms’ and ‘time or logic bombs’.

#### Electronic Data Processing Media Valuation

Should electronic data processing media insured by this policy suffer **Damage** insured by this policy then the basis of valuation shall be the cost of the blank media plus the costs of copying Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating gathering or assembling such Electronic Data. If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media.

However, this policy does not insure any amount pertaining to the value of Electronic Data to **You** or any other party even if such Electronic Data cannot be recreated gathered or assembled.

#### SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover nor shall they 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 the Underwriters 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.

# Complaints Procedure

## Our commitment to customer service

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

## HOW TO COMPLAIN

- Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- If **You** are unhappy with any element of the cover we provide or any aspect of **Our** service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"> <li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>• Phone – 01782 339128</li> </ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Ripe Insurance for Small Business: <ul style="list-style-type: none"> <li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li> <li>• Post – Ripe Insurance for Small Business, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li> <li>• Phone – 0344 274 3262</li> </ul>

## OUR PROMISE TO YOU

**We** will:

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

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

## IF YOU ARE STILL NOT HAPPY

If you have taken a product out with **Us** online or by telephone, **You** can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and **We** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **Your** complaint after **We** have had the opportunity to consider and resolve it.

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

- Post: Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have the right to refer **Your** complaint to the Financial Ombudsman, free of charge, but **You** must do so within six months from the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## YOUR RIGHTS

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.

## Data Protection – Privacy Notice

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

### PERSONAL INFORMATION

**We** collect and use personal information about **You** so that **We** can provide **You** with a policy that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy)

**We** are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable reinsurers.

### PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

**We** will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your** policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We** will ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims).

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the “Contacting **Us**” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don’t have to provide **Us** with any personal information, but if **You** don’t provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

### AUTOMATED DECISION MAKING

**We** carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to

someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at [dataprt@aviva.com](mailto:dataprt@aviva.com).

## HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

**We** may share **Your** personal information:

- with the Aviva group, **Our** agents and third parties who provide services to **Us**, and **Your** intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **Us** administer **Our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area (“EEA”). **We** will always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

## HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

**We** maintain a retention policy to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **Your** insurance and deal with claims and queries on **Your** policy. **We** may also need to keep information after **Our** relationship with **You** has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.

## YOUR RIGHTS

**You** have various rights in relation to **Your** personal information, including the right to request access to **Your** personal information, correct any mistakes on **Our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **You**, and data portability. For more details in relation to **Your** rights, including how to exercise them, please see **Our** full privacy policy or contact **Us** – refer to the “Contacting **Us**” details below.

## CONTACTING US

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact **Our** Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.



The Royals, Altrincham Road, Manchester M22 4BJ

t. 0344 274 3262

e. [smallbusiness@ripeinsurance.co.uk](mailto:smallbusiness@ripeinsurance.co.uk)

w. [www.ripeinsurance.co.uk/smallbusiness](http://www.ripeinsurance.co.uk/smallbusiness)