

# Tradespeople Insurance

## Policy Document

### General Insuring Clause

This Policy, the *Proposal*, the *Schedule* (including any *Schedule* issued in addition or substitution) and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The *Insured* named in the *Schedule*:

- 1 having made to the *Insurers* a *Proposal* and/or having provided to the *Insurers* information, the truth of the representations, declarations and information contained therein being agreed to be the basis of this Insurance and to be considered incorporated herein; and
- 2 having paid or agreed to pay the *Premium*;

the *Insurers* hereby bound shall by payment indemnify the *Insured* to the extent hereafter described in respect of loss, destruction or damage, accident or *Injury* occurring during the *Period of Insurance* subject to the limits, terms, conditions and exclusions contained herein or endorsed hereon.

### Claims procedure

If any incident occurs which might result in a claim within ordinary office hours (9am to 5pm), *You* must immediately contact the *Insurers* via *Your* insurance broker or other intermediary who will be able to advise *You*.

There is also a dedicated emergency out of office hours notification of loss phone line: 0800 587 6713.

*You* should refer to General Condition 6 on page 30 for full details of the claims procedure and conditions.



Signed by **Dane Douetil**, Chief Executive  
on behalf of **Brit Insurance Limited**

#### **Brit Insurance Limited**

Registered in England and Wales number 2763688 at 55 Bishopsgate, London EC2N 3AS  
Authorised and regulated by the Financial Services Authority  
Member of the Association of British Insurers  
A subsidiary of Brit Insurance Holdings PLC

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# Policy Information for the Policyholder

## Not forming part of this Insurance Policy

This Policy has been prepared in accordance with *Your* instructions.

It is a legal contract. Please read it carefully to ensure that it is in accordance with *Your* requirements and that *You* understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- the **Schedule**, which states who is the *Insured*, the *Business* being covered and other particulars, such as the *Period of Insurance* and details of which Sections are operative. It also shows such details as the property or occurrences insured, limits of liability, and matters and amounts for which the *Insured* is responsible;
- **Definitions**, which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Sections** of the Policy which give precise details of the cover being provided;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- any **Endorsement(s)** which might apply to the Policy or individual Sections, which incorporate extensions, limitations, amendments and such like.

*You* should immediately notify the *Insurers* via *Your* insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after issue of the Policy will be confirmed by separate *Schedule(s)* and/or *Endorsement(s)* which *You* should file with the Policy. *You* should refer to these *Schedules* and/or *Endorsement(s)* and the Policy to ascertain precise details of cover currently in force.

## Contents

Page	
1	General Insuring Clause and Claims Procedure
2	Policy Information for the Policyholder
4	General Definitions
9	<b>Section 1</b> Tools and Trade Materials
12	<b>Section 2</b> Employers' Liability
14	<b>Section 3</b> Public Liability
20	<b>Section 4</b> Products Liability
27	<b>Section 5</b> Terrorism
29	General Conditions
35	General Exclusions
38	Further Information

## General Definitions

These Definitions are applicable to the whole Policy or, where specifically stated, to a particular Section of the Policy wherever the words appear in italics starting with a capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

### Additional Insured

means:

- A the personal representatives of the *Insured* in respect of legal liability incurred by the *Insured*;
- B any principal for whom the *Insured* is carrying out a contract for the performance of work but only to the extent required by contract conditions;
- C any *Person Employed*;
- D any director or partner of the *Insured*;
- E the owners of plant hired in by the *Insured* but only to the extent required by the hiring conditions;
- F any director or partner of the *Insured* or *Person Employed* in respect of private work undertaken by any *Person Employed* for such director, partner or *Person Employed* with the prior consent of the *Insured*;

against legal liability in respect of which the *Insured* would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the *Insured*;

- G the officers, committees and members of the *Insured's* canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such;

each of whom shall as though the *Insured* be subject to the limits, terms, conditions and exclusions contained in this Policy so far as they can apply.

### Business

means the business of the *Insured* as stated in the *Schedule*.

[Sections 2, 3 and 4] means the business of the *Insured* as stated in the *Schedule*, which shall include:

- 1 the ownership, repair, maintenance and decoration of the *Insured's Premises*;
- 2 the provision and management of canteen, social, sports and welfare organisations for the benefit of any *Person Employed* and first aid, fire, medical and security services;
- 3 private work undertaken by any *Person Employed* for any director, partner of the *Insured* or *Person Employed* with the prior consent of the *Insured*;
- 4 the maintenance of vehicles and plant owned and used by the *Insured*.

### Contractors' Plant

means Contractors' plant, tools and equipment, demountable and temporary buildings and caravans and other items of a like nature for use in connection with the *Works*, the property of the *Insured* or for which the *Insured* is responsible.

### Damage

means accidental physical loss of, destruction of or damage to the *Property Insured*.

<b>Damage to Property</b>	means physical loss of, destruction of or damage to material property.
<b>Defined Peril</b>	means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or animal.
<b>Denial of Service Attack</b>	means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. <i>Denial of Service Attack</i> includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
<b>Electronic Data</b>	means 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.
<b>Employee</b>	See <b>Person Employed</b>
<b>Event</b>	means any occurrence, including the continuous or repeated injurious exposure to substantially the same general conditions, which results in accidental <i>Injury or Damage to Property or Nuisance</i> . All <i>Events</i> or series of <i>Events</i> consequent upon or attributable to one source or original cause shall be regarded as a single <i>Event</i> for the purposes of this Policy.
<b>Excess</b>	[Section 1] means the amounts as stated either in this Policy wording or in the <i>Schedule</i> , as applicable, that are to be deducted from any loss and which amount shall be borne by the <i>Insured</i> .  [Sections 2, 3 and 4] means the amounts as stated in the <i>Schedule</i> , which the <i>Insured</i> shall pay in respect of all damages, compensation, claimant's costs, <i>Legal Costs</i> and expenses before the <i>Insurers</i> shall be liable to make any payment. The <i>Excess</i> shall apply to each <i>Event</i> other than legal liability arising out of <i>Injury</i> unless otherwise stated in the <i>Schedule</i> .
<b>Fungal Pathogens</b>	means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.
<b>Hacking</b>	means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether or not the property of the <i>Insured</i> .
<b>Injury</b>	means bodily injury, death, disease (or sickness), illness, nervous shock or mental injury.
<b>Insured</b>	means the <i>Insured</i> as stated in the <i>Schedule</i> .
<b>Insurers</b>	means Brit Insurance Limited.

## Legal Costs

means:

- 1 costs of legal representation at:
  - a any coroners inquest or fatal accident inquiry in respect of any death;
  - b proceedings in any court arising out of any alleged breach of statutory duty resulting in any *Event*;which may be the subject of indemnity under Sections 2, 3 and 4 of this Policy;
- 2 all other legal costs and expenses in relation to any *Event* which may form the subject of a claim for indemnity under Sections 2, 3 and 4 of this Policy;

incurred with the written consent of the *Insurers*.

## Money

means money that is the property of the *Insured* or for which the *Insured* is legally responsible that is either:

- 1 negotiable instruments which must be current coinage, bank and currency notes, uncrossed cheques, Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or
- 2 non-negotiable instruments which must be any crossed instrument being a cheque, money or postal order, traveller's cheque, Giro draft, banker's draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

## Nuisance

means nuisance, trespass or interference with any easement; right of air; right of light; right of water; right of way.

## Occurrence

means any one loss or series of losses consequent upon or attributable to one source or original cause.

## Offshore

means from the time of embarkation onto a conveyance at the point of final departure to any Offshore installation, including but not limited to any Offshore rig or platform, whilst on any Offshore installation or support or accommodation vessel for an Offshore installation, until disembarkation onto land upon return from such installation.

## Overnight

means between 2100 hours and 0600 hours.

## Period of Insurance

means the period as stated in the *Schedule*.

<b>Person Employed</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1 person under a Contract of Service or apprenticeship with the <i>Insured</i>;</li> <li>2 labour master or labour only sub-contractor or person supplied by any of them;</li> <li>3 self employed person;</li> <li>4 person hired to or borrowed by the <i>Insured</i>;</li> <li>5 person undertaking study or work experience;</li> <li>6 person supplied to the <i>Insured</i> under a contract or agreement, the terms of which deem such a person to be in the employment of the <i>Insured</i>;</li> <li>7 voluntary worker or temporary worker;</li> <li>8 driver or operator of plant hired by the <i>Insured</i> under Construction Plant Hire Association or similar conditions;</li> </ol> <p>while working under the control of the <i>Insured</i> in connection with the <i>Business</i>.</p>
<b>Pollutants</b>	means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.
<b>Pollution or Contamination</b>	means pollution or contamination of building(s) or other structures, or of water or land or the atmosphere and all loss or destruction or damage or <i>Injury</i> directly or indirectly caused by such pollution or contamination.
<b>Premises</b>	means the location(s) as stated in the <i>Schedule</i> or in any Endorsement(s) used by the <i>Insured</i> for the purposes of the <i>Business</i> .
<b>Premium</b>	means the amount specified in the <i>Schedule</i> .
<b>Principal</b>	means any person (which expression includes any employer, firm, company, ministry or authority) who has by a contract made with the <i>Insured</i> engaged the <i>Insured</i> to perform work for them.
<b>Product(s)</b>	means any commodities, articles or things including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the <i>Insured</i> and no longer in the possession of, or under the control of, the <i>Insured</i> but shall not include the <i>Works</i> and/or <i>Contractors' Plant</i> .
<b>Programme(s)</b>	means the set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.
<b>Property Insured</b>	means the subject matter insured as stated in the <i>Schedule</i> , but not intellectual property.
<b>Proposal</b>	means any information supplied by the <i>Insured</i> in connection with this Insurance and any declaration made in connection therewith by or on behalf of the <i>Insured</i> or its agents.
<b>Schedule</b>	means the <i>Schedule</i> of Insurance attaching to and forming part of this Policy.
<b>Software</b>	means any <i>Programme(s)</i> which is/are characterised as systems and/or application software and which is/are designed to invoke processing and/or facilitate the writing of any <i>Programme(s)</i> .

<b>Sum Insured</b>	means the <i>Sum Insured</i> as stated in the <i>Schedule</i> applicable to the particular Item or Section.
<b>Territorial Limits</b>	<p>means unless expressly stated to the contrary in any Section of this Policy, the <i>Schedule</i> or any Endorsement which may be attached to this Policy, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. In respect of Sections 2, 3 and 4 cover is extended to include:</p> <ol style="list-style-type: none"> <li>1 member states of the European Union;</li> <li>2 the non-manual activities of any director and/or partner of the <i>Insured</i> and/or <i>Person Employed</i> ordinarily resident in the territories named above, but temporarily engaged in the <i>Business</i> elsewhere in the world;</li> <li>3 elsewhere in the world in connection with any <i>Event</i>, arising out of the <i>Products</i>.</li> </ol>
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Transit</b>	means transit between locations within the <i>Territorial Limits</i> and shall include temporary storage in the course of transit but excluding transit by air.
<b>Unattended</b>	means not under the direct supervision of an authorised person who is inside the building or who is either inside or within 2 (two) metres of the vehicle.
<b>Unlawful Association</b>	means any organisation which is engaged in <i>Terrorism</i> and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.
<b>Virus or Similar Mechanism</b>	means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect any computer <i>Programme(s)</i> , data files or operations, whether involving self-replication or not. <i>Virus or Similar Mechanism</i> includes but is not limited to trojan horses, worms and logic bombs.
<b>Waste</b>	means all waste including materials to be recycled, reconditioned or reclaimed.
<b>We/Us/Our</b>	means Brit Insurance Limited.
<b>Works</b>	means the temporary or permanent work specified in any contract whether written or verbal which is being executed or is to be executed or has been executed in the course of the <i>Business</i> including materials supplied pursuant to such contract and other materials for use in connection therewith.
<b>You/Your/Yours</b>	means the <i>Insured</i> as stated in the <i>Schedule</i> .

# Section 1 | Tools and Trade Materials

## The Cover

The *Insurers* will indemnify the *Insured* against physical loss of, destruction of or damage to the undernoted property occurring during the *Period of Insurance* and within the *Territorial Limits*, including whilst in transit, and arising from any accidental cause not otherwise being excluded, subject always to the limits, terms, conditions and exclusions of this Section and the Policy:

- 1 Portable tools, including plant and equipment, and trade materials belonging to the *Insured* or for which they are responsible.

## Limit of Liability

The liability of the *Insurers* under this Section shall not exceed the *Sum Insured* in respect of any one Item or any other limit of liability as stated in the *Schedule*.

The liability of the *Insurers* under this Section shall not exceed £5,000 in respect of hired in portable tools, plant and equipment.

## The Excess

The *Insurers* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

The *Insurers* shall not be liable for the first 25% (twenty-five percent) or the *Excess* shown in the *Schedule*, whichever shall be the greater amount, in respect of loss of or damage to the *Property Insured* due to theft or attempted theft from an *Unattended* vehicle by forcible and violent means occurring between 0600 hours and 2100 hours.

## Section 1 Condition

### 1 Unattended Vehicle/Building

It is a condition precedent to the *Insurers'* liability that:

- a when any vehicle is left *Unattended* all windows and doors are closed and all locks and other security devices are in actual and complete operation and the keys are removed from the vehicle;
- b no vehicle is left loaded *Overnight Unattended* unless in a locked building or in a locked or continuously supervised public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or damage did not occur *Overnight* shall be upon the *Insured*;
- c when any building is left *Unattended* all protections shall be in full and proper operation.

## Section 1 Exclusions

1 **Excluded Property** – this Section does not cover (unless specified in the *Schedule*):

- a moveable property in the open where *Damage* arises as a result of wind, rain, hail, sleet, snow, flood or dust;
- b property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing;
- c computer records;
- d *Money*;

2 **Excluded Causes** – the *Insurers* shall not indemnify the *Insured* for:

a *Damage* caused by:

- i inherent vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials;
- ii faulty or defective workmanship, operational error or omission on the part of the *Insured* or any of their employees;

but this shall not exclude subsequent *Damage* which itself results from a cause not being an Excluded Cause or otherwise excluded;

b *Damage* caused by:

- i corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, dampness, dryness, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;
- ii change in temperature or atmospheric or climatic conditions;
- iii mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates and erasure or distortion of data records or systems by electromagnetic flux;

but this shall not exclude:

- A such *Damage* which results from a *Defined Peril* or from any other cause, not being an Excluded Cause or otherwise excluded;
- B subsequent *Damage* which itself results from a cause not being an Excluded Cause or otherwise excluded;

c *Damage* caused by:

- i acts of fraud or dishonesty by the *Insured's* employees;
- ii unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- iii any process of fitting, testing, servicing, repair, renovation or adjustment;

- d *Damage* caused by theft or attempted theft of *Unattended* portable tools, plant and/or equipment, but this Exclusion shall not apply to:
  - i theft involving entry to or exit from a locked and secured building or from a locked and secured vehicle, which is contained in a locked and secured building or in a locked or continuously supervised public garage or vehicle compound with locked gates, by forcible and violent means occurring *Overnight*;
  - ii theft from a locked and secured building or a locked and secured vehicle by forcible and violent means occurring between 0600 hours and 2100 hours.

## Section 1 Extension

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Continuing Hire Charges/Negligent Breakdown

This Policy is extended to indemnify the *Insured* in respect of their legal liability for the payment of hiring charges in respect of *Contractors' Plant* hired in by the *Insured* whilst such *Contractors' Plant* is out of use following loss of or damage for which an indemnity is provided by this Section.

When *Contractors' Plant* is hired in by the *Insured* under the Model Conditions for Hiring of Plant of the Construction Plant Hire Association this Section is extended to indemnify the *Insured* against legal liability under clause 9 (d) of such conditions.

The indemnity provided by this Extension will also apply to liability for loss of or damage to and or breakdown of *Contractors' Plant* hired in by the *Insured* under conditions other than the Model Conditions for Hiring of Plant of the Construction Plant Hire Association to the extent that the *Insured* would have been legally liable for such loss, damage and or breakdown had the hire been subject to their conditions.

Provided that the *Insurers* will not be liable under this Extension for:

- a liability incurred for the first 72 (seventy-two) hours that such property is out of use;
- b liability arising from the payment of hiring charges for a period exceeding 3 (three) months;
- c liability for sums in excess of £5,000 in respect of any one item of plant during any one hiring period.

## Section 2 | Employers' Liability

### The Cover

The *Insurers* shall indemnify the *Insured* and any *Additional Insured*:

- 1 against legal liability for damages and claimant's costs and expenses in respect of *Injury* sustained by any *Person Employed* caused during the *Period of Insurance* within the *Territorial Limits* and arising out of and in the course of employment by the *Insured* in the *Business*;
- 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

The *Insurers* shall not indemnify the *Insured* in respect of any judgement, award or settlement made in any country or territory outside Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless the *Insured* has requested that there shall be no such limitation and has accepted the limits, terms, conditions and exclusions offered by the *Insurers* in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

### Limit of Liability

Irrespective of:

- 1 the number of parties and/or entities entitled to indemnity;
- 2 the number of claimants;

the liability of the *Insurers* under this Section including all Extensions in respect of or arising from any one claim or series of claims against the *Insured* arising out of one *Event* shall not exceed the Limit of Liability as stated in the *Schedule*.

Notwithstanding the provisions of General Exclusion 9 *Terrorism*, this Section provides cover against legal liability for damages and claimant's costs and expenses in respect of *Injury* sustained by *Persons Employed* caused as a result of *Terrorism* during the *Period of Insurance* within the *Territorial Limits* up to a limit of £5,000,000 in respect of any one *Event*.

## Section 2 Exclusions

This Section shall not apply to legal liability for damages and claimant's costs and expenses and/or *Legal Costs* in respect of:

### 1 Road traffic legislation:

*Injury* for which the *Insured* is required to arrange motor insurance or security in accordance with any road traffic legislation within the *Territorial Limits*.

### 2 Offshore work:

*Injury* sustained by any *Person Employed* whilst *Offshore*.

## Section 2 Extension

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### Unsatisfied Court Judgements

If a judgement for damages obtained:

- a by any *Person Employed* or the personal representative(s) of any *Person Employed* in respect of *Injury* sustained by the *Person Employed* caused during the *Period of Insurance* and arising out of and in the course of employment by the *Insured* in the *Business*;
- b against any company, partnership or limited liability partnership or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

in any court within the territories specified in b above remains unsatisfied in whole or in part 6 (six) months after the date of such judgement, then at the request of the *Insured* the *Insurers* shall pay to the *Person Employed* or the personal representative(s) of the *Person Employed* the amount of any such damages and any awarded costs and expenses (but excluding any interest which may accrue after the day of judgement) to the extent that they remain unsatisfied provided that there is no appeal outstanding against the judgement.

If any payment is made by the *Insurers* under the terms of this Extension, the *Person Employed* or the personal representative(s) of the *Person Employed* shall assign the benefit of the unsatisfied amount of the judgement and awarded costs and expenses to the *Insurers* and will give all information and assistance required.

## Section 2 Condition

The indemnity granted by this Section is deemed to be in accordance with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees. The *Insured* shall repay to the *Insurers* all sums paid under this Policy which the *Insurers* would not have been liable to pay but for the provisions of such legislation.

## Section 3 | Public Liability

### The Cover

The *Insurers* shall indemnify the *Insured* and any *Additional Insured*:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
  - a accidental *Injury* sustained by any person;
  - b accidental *Damage to Property*;
  - c accidental *Nuisance*;occurring during the *Period of Insurance* within the *Territorial Limits* in connection with the *Business*;
- 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

### Limit of Liability

- 1 Irrespective of:
  - a the number of parties and/or entities entitled to indemnity;
  - b the number of claimants;the liability of the *Insurers* under this Section including all Extensions in respect of any one *Event* shall not exceed the Limit of Liability as stated in the *Schedule*.
- 2 *Legal Costs* payable by the *Insurers* shall be paid in addition to the Limit of Liability unless as otherwise stated in the *Schedule*, provided that:
  - a if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made by the *Insured* to settle any claim;and
  - b the *Insurers* are liable to pay *Legal Costs* in addition to the Limit of Liability;

then the liability of the *Insurers* for *Legal Costs* shall be limited to such proportion as the Limit of Liability bears to the amount paid by the *Insured* in settlement of such claim. Nothing contained in this clause shall be construed to vary or override Condition 2 of Sections 2, 3 and 4 of this Policy.

However, in respect of any liability subject to the jurisdiction of any Court of Law in the United States of America or Canada, their territories or possessions, and any judgement, award, order or settlement in any such Court or orders for enforcement of judgement, award, order or settlement made elsewhere by way of reciprocal agreement, convention or otherwise, including any order made anywhere in the world to enforce such judgement, award, order or settlement either in whole or in part, the Limit of Liability as stated in the *Schedule* is inclusive of *Legal Costs*.

Notwithstanding the provisions of General Exclusion 9 Terrorism, this Section provides cover against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person, other than a *Person Employed*, and *Damage to Property* directly or indirectly caused by or contributed to by or arising from *Terrorism* occurring during the *Period of Insurance* within the *Territorial Limits* up to a limit of £2,000,000 in respect of any one *Event* or the amount of the Limit of Liability as stated in the *Schedule*, whichever is the lower.

## Section 3 Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Cross Liabilities

If the *Insured* comprises more than one party and/or entity the *Insurers* shall indemnify each in the same manner and to the same extent as if a separate Policy had been issued to each.

Provided that the liability of the *Insurers* shall not exceed the Limit of Liability stated in the *Schedule* regardless of the number of parties and/or entities entitled to indemnity.

### 2 Contingent Motor Liability

Notwithstanding Section Exclusion 4, the *Insurers* shall indemnify the *Insured* (and no other) against legal liability for damages and claimant's costs and expenses arising out of the use and in the course of the *Business* of any mechanically propelled vehicle not the property of nor provided by the *Insured*.

This Extension shall not apply to legal liability for damages and claimant's costs and expenses:

- a arising while such vehicle is being driven by the *Insured* or any *Additional Insured* other than any *Person Employed*;
- b in respect of loss of or damage to such vehicle or to any property conveyed therein;
- c arising out of the use of any such vehicle owned or provided by any principal for whom the *Insured* is working or any sub-contractor acting for or on behalf of the *Insured*;
- d arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- e notwithstanding Condition 3 to Sections 2, 3 and 4, where indemnity is provided by any other insurance;
- f caused or arising whilst such vehicle is engaged in racing, pace-making, reliability trials or speed testing;
- g caused or arising whilst such vehicle is being driven with the general consent of the *Insured* or their representative by any person who to the knowledge of the *Insured* or other such representative does not hold a licence to drive such a vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

### 3 Overseas Personal Liability Indemnity

The *Insurers* shall indemnify the *Insured* and, if the *Insured* so requests any director or partner of the *Insured* or *Person Employed* against legal liability for damages and claimant's costs and expenses incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but excluding any country or territory which operates under the law of the United States of America or Canada in connection with the *Business*.

This Extension will not apply to legal liability for damages and claimant's costs and expenses:

- a arising out of the ownership or occupation of land or buildings;
- b notwithstanding Condition 3 to Sections 2, 3 and 4, where indemnity is provided by any other insurance.

#### 4 Data Protection

The *Insurers* shall indemnify the *Insured* and, if the *Insured* so requests any director or partner of the *Insured* or *Person Employed* against legal liability for damages and claimant's costs and expenses arising out of any claim under Section 13 of the Data Protection Act 1998, or any subsequent amending legislation first made against the *Insured* during the *Period of Insurance*. For the purposes of this Extension only damage and/or distress within the meaning of such Act shall be deemed to be *Injury* provided that the *Insured*:

- a is registered in accordance with the terms of such Act or has applied for registration, which has not been refused or withdrawn;
- b has taken all reasonable care to comply with the requirements of such Act.

This Extension shall not apply to:

- i the costs of replacing, reinstating, rectifying or erasing data;
- ii legal liability for damages and claimant's costs and expenses arising from or caused by any deliberate act or omission of the *Insured* or any person entitled to indemnity if the result thereof could reasonably have been expected by the *Insured* or such other person having regard to the nature and circumstances of such act or omission;
- iii fines or penalties of any kind;
- iv claims arising out of circumstances notified to previous insurers or known to the *Insured* at the inception of this Policy;
- v legal liability for damages and claimant's costs and expenses in respect of which indemnity is provided by any other insurance.

#### 5 Defective Premises Act

The *Insurers* shall indemnify the *Insured* against damages and claimant's costs and expenses arising out of legal liability in respect of accidental *Injury* or accidental *Damage to Property* incurred by the *Insured* by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the *Insured*.

This Extension will not apply to legal liability:

- a for the costs of remedying any defect or alleged defect in premises disposed of by the *Insured*;
- b notwithstanding Condition 3 to Sections 2, 3 and 4, where indemnity is provided by any other insurance.

#### 6 Wrongful Arrest

This Section is extended to include the *Insured's* liability arising out of wrongful detention, false or malicious arrest, malicious prosecution or false imprisonment arising out of any accusation of shoplifting, theft, dishonesty or other improper conduct by any person and occurring on or about the *Premises* or contract site.

## Section 3 Exclusions

This Section shall not apply to legal liability for damages and claimant's costs and expenses and/or *Legal Costs*:

### 1 Injury Sustained by Persons Employed

for *Injury* sustained by any *Person Employed* arising out of and in the course of employment by the *Insured* in the *Business*.

### 2 Product

directly or indirectly caused by, arising from or in connection with any *Product(s)* (other than food or drink for consumption on the *Insured's Premises*).

### 3 Pollution or Contamination

directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*.

### 4 Vehicles

arising out of the ownership, possession or use of any mechanically propelled vehicle by or on behalf of the *Insured* in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion shall not apply to:

- a mechanical plant while operating as a tool of trade;
- b the loading or unloading of any vehicle;

except in respect of legal liability for which:

- i insurance or security is required by law;
- ii indemnity is provided by any motor insurance contract.

### 5 Vessels and Craft

arising out of the ownership, possession or use by or on behalf of the *Insured* of any vessel or craft designed to travel in, on or through water and/or air and/or space but this Exclusion shall not apply to waterborne craft not exceeding 4 (four) metres in length on inland or United Kingdom territorial waters.

### 6 Contract Works Property in the Insured's Care, Custody or Control JCT Clause 21.2.1

in respect of *Damage to Property*:

- a which constitutes or forms any part of the *Works* happening before the date of certified completion or hand over of the *Works* by the *Insured* or within 14 (fourteen) days thereafter where insurance on the *Works* is required by the terms of the Contract;
- b which at the time of the *Event* giving rise to such liability is the property of or held in trust by or in the care, custody or control of the *Insured* or any *Person Employed*, other than:
  - 1 personal effects including vehicles and their contents of any *Person Employed* or any director or partner of or visitor to the *Insured*;
  - 2 premises including their contents, not owned by or leased or rented to the *Insured* but temporarily occupied by the *Insured* for the purposes of undertaking work in connection with the *Business*, provided that this paragraph 2 shall not include any property to which A above applies;
  - 3 premises and their fixtures and fittings leased or rented to the *Insured*, provided that where such liability has been accepted by agreement, indemnity shall only be provided by the *Insurers* to the extent that such liability would have attached in the absence of the said agreement;

- c in respect of which the *Insured* is required to effect insurance under the terms of Clause 21. 2. 1 of the JCT Conditions of Contract 1980 edition or any revision or substitution thereof or any clause of similar intent under any other conditions of contract.

## 7 Work Offshore

arising from or in connection with any work undertaken *Offshore*.

## 8 War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, whether war be declared or not.

## 9 Cyber Liabilities

in respect of any claim or loss:

- a arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- b arising from malicious acts of any person carried out by electronic means;
- c for defamation or harassment carried out by electronic means;

but this Exclusion shall not apply in respect of liability for any ensuing accidental *Injury* (save for mental injury or mental disease) or *Damage to Property* which is not otherwise excluded.

## 10 Defective Work

in respect of loss of or damage to or the costs of recall, removal, repair, alteration, replacement or reinstatement of any property which comprises the *Works* caused or necessitated by the defective condition or unsuitability of any part of such property.

## 11 Loss of or Damage to Underground Services

in respect of loss of or damage to any services located underground, unless prior to commencement of any work which involves digging, boring or excavation the *Insured* has:

- a taken or caused to be taken all reasonable steps to identify the location of any services under the site of the work. Reasonable steps shall include the use of British Telecom's dial before you dig service, access to which is via the operator and is free of charge to callers in circumstances where it is possible British Telecom cables are under such site;
- b retained a written record of the steps taken to locate any services located underground and a plan of the services located and signature of any third party authorising, advising, directing or indicating the location of underground services;
- c conveyed the location of such services to any party carrying out such work on behalf of the *Insured* and retained a record.

## 12 Heat Away from Insured's own Premises

where the *Insured* is using any process which involves the application of heat away from the *Insured's* own *Premises* unless:

- a the immediate area in which the operation is to be carried out has been segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material;
- b the whole of the segregated area has been adequately cleaned and freed from combustible material before operations commence;

- c** combustible floors, substances in or surrounding the segregated area have been liberally covered with sand or protected by overlapping sheets of incombustible material before operations commence;
- d** where work is being carried out in any enclosed area an additional employee of the *Insured* or an employee of the occupier or of the main contractor is present at all times to guard against the outbreak of fire;
- e** specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements;
- f** the following are in readiness for immediate use at the scene of operations:
  - i** suitable fire extinguishers by number and size for the scope of operations;
 and/or
  - ii** hoses connected up for immediate use and successfully tested prior to the commencement of the operations;
- g** a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by the *Insured's* own employee then appropriate arrangements must be made with and signed off by the occupier;
- h** before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat;
- i** when the *Insured* burns debris away from their *Premises* the following precautions are taken on each occasion:
  - i** fires are in a cleared area and at a distance of at least 10 (ten) metres from any property;
  - ii** fires are attended at all times;
  - iii** suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use;
  - iv** fires are extinguished at least one hour prior to leaving the contract site at the end of each working day.

### **13 Asphalt, Bitumen and Tar Heaters**

arising out of the ownership, possession or use of asphalt, bitumen and tar heaters unless:

- a** all heating of asphalt, bitumen, tar or pitch is carried out in a suitable vessel in the open at ground level using bottled gas;
- b** such vessel is attended at all times whilst being lit and whilst in use;
- c** a suitably sized spill tray is in use which can hold the entire contents of the vessel.

## Section 4 | Products Liability

### The Cover

The *Insurers* shall indemnify the *Insured* and any *Additional Insured*:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
  - a accidental *Injury* sustained by any person;
  - b accidental *Damage to Property*;happening during the *Period of Insurance* and caused by any *Product(s)*;
- 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

### Limit of Liability

- 1 Irrespective of:
  - a the number of parties and/or entities entitled to indemnity;
  - b the number of claimants;the liability of the *Insurers* under this Section including all Extensions in respect of any one *Event* and in the aggregate shall not exceed the Limit of Liability as stated in the *Schedule* and in the aggregate.
- 2 *Legal Costs* payable by the *Insurers* shall be paid in addition to the Limit of Liability unless as otherwise stated in the *Schedule*, provided that:
  - a if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made by the *Insured* to settle any claim;and
  - b the *Insurers* are liable to pay *Legal Costs* in addition to the Limit of Liability;then the liability of the *Insurers* for *Legal Costs* shall be limited to such proportion as the Limit of Liability bears to the amount paid by the *Insured* in settlement of such claim. Nothing contained in this clause shall be construed to vary or override Condition 2 of Sections 2, 3 and 4 of this Policy.

However, in respect of any liability subject to the jurisdiction of any Court of Law in the United States of America or Canada, their territories or possessions, and any judgement, award, order or settlement in any such Court or orders for enforcement of judgement, award, order or settlement made elsewhere by way of reciprocal agreement, convention or otherwise, including any order made anywhere in the world to enforce such judgement, award, order or settlement either in whole or in part, the Limit of Liability as stated in the *Schedule* is inclusive of *Legal Costs*.

Notwithstanding the provisions of General Exclusion 9 Terrorism, this Section provides cover against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person, other than a *Person Employed*, and *Damage to Property* directly or indirectly caused by or contributed to by or arising from *Terrorism* occurring during the *Period of Insurance* within the *Territorial Limits* up to a limit of £2,000,000 or the amount of the Limit of Liability as stated in the *Schedule*, whichever is the lower.

## Section 4 Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Consumer Protection Act and Food Safety Act Legal Defence Costs

The *Insurers* shall indemnify the *Insured* and, if the *Insured* so requests, any *Person Employed* or any director or partner of the *Insured* in respect of *Legal Costs* incurred with the written consent of the *Insurers* in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

- a Part 2 of the Consumer Protection Act 1987; or
- b Part 2 of the Food Safety Act 1990;

arising out of the *Business*.

This Extension will not apply:

- a to fines or penalties of any kind;
- b to proceedings consequent upon any deliberate act or omission by:
  - i the *Insured*; or
  - ii any partner or director or *Person Employed* of the *Insured*;

which could reasonably have been expected to constitute a breach of applicable legislation having regard to the nature and circumstances of such act or omission;

- c notwithstanding Condition 3 to Sections 2, 3 and 4, where indemnity is provided by any other insurance.

For the purposes of this Extension, *Product(s)* shall be deemed to include food or drink for consumption on the *Insured's Premises*.

### 2 Cross Liabilities

If the *Insured* comprises more than one party and/or entity the *Insurers* shall indemnify each in the same manner and to the same extent as if a separate Policy had been issued to each.

Provided that the liability of the *Insurers* shall not exceed the Limit of Liability stated in the *Schedule* regardless of the number of parties and/or entities entitled to indemnity.

## Section 4 Exclusions

This Section shall not apply to legal liability for damages and claimant's costs and expenses and/or *Legal Costs*:

### 1 Product(s)

- a in respect of loss of or damage to any *Product(s)* caused by any defect therein or the unsuitability thereof for its intended purpose;
- b in respect of the costs of recall, removal, repair, alteration, reconditioning, replacement, reinstatement, reduction in value or making any refund in respect of any *Product(s)* caused or necessitated by the defective condition or unsuitability of any *Product(s)* or part of such *Product(s)* to fulfil its intended purpose;

**2 Aircraft and Marine Products**

arising from or in connection with any *Product(s)* which to the knowledge of the *Insured* is or are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort;

**3 Pollution or Contamination**

directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*;

**4 Contractual Liability**

in respect of liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement;

**5 Food and Drink**

directly or indirectly caused by, arising from or in connection with food or drink for consumption on the *Insured's Premises*;

**6 North American Products**

in connection with any *Product(s)* which to the knowledge of the *Insured* are directly or indirectly exported to the United States of America or Canada;

**7 War**

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, whether war be declared or not.

## Sections 2, 3 and 4 Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 2, 3 and 4 and the Policy.

### 1 Health and Safety at Work Legal Defence Costs

Subject to the written consent and the control of the *Insurers*, the *Insurers* shall indemnify the *Insured* and if the *Insured* so requests any *Person Employed* or director or partner of the *Insured* in respect of *Legal Costs* incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that an offence is alleged to have been committed during the *Period of Insurance* in the course of the *Business*.

This Extension shall not apply to:

- a fines or penalties of any kind;
- b proceedings consequent upon any deliberate act or omission by:
  - i the *Insured*; or
  - ii any partner, director or *Person Employed* of the *Insured*;

which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.

- c where indemnity is provided by any other Insurance.

For the purposes of this Extension “Applicable Legislation” shall mean:

- i the Health & Safety at Work Act 1974 and any amending and/or subsequent legislation;
- ii the Health & Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

### 2 Compensation for Court Attendance

If at the request of the *Insurers* any director or partner of the *Insured* or any *Person Employed* shall attend court as a witness in connection with a claim in respect of which the *Insured* is entitled to indemnity under these Sections the *Insurers* shall provide compensation to the *Insured* at the following rates per day for each day on which attendance is required.

Any director or partner of the <i>Insured</i>	£500
Any other <i>Person Employed</i>	£250

## Sections 3 and 4 Extension

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of Sections 3 and 4 and the Policy.

### 1 Pollution or Contamination

Notwithstanding Exclusion 3 of Section 3 and Exclusion 3 of Section 4 the *Insurers* will indemnify the *Insured* and any *Additional Insured* against legal liability for damages and claimant’s costs and expenses in respect of *Pollution or Contamination* within the *Territorial Limits* in connection with the *Business* provided always that:

- a *Pollution or Contamination* is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the *Period of Insurance*;
- b no indemnity shall be provided in respect of activities commenced by or on behalf of the *Insured* prior to inception of the *Period of Insurance* or any period of continuous Insurance prior to inception of the *Period of Insurance* placed under Brit Insurance Limited.

All *Pollution or Contamination* which arises out of a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the *Period of Insurance* shall be deemed by the *Insurers* for the purposes of this Policy to have been caused at the time such happening takes place.

The total liability of the *Insurers* for all events agreed by the *Insurers* to have happened during the *Period of Insurance* in respect of *Pollution or Contamination* shall not exceed the Limit of Liability specified in the *Schedule* for Section 3 in the aggregate for Sections 3 and 4 in respect of the *Period of Insurance*, inclusive of *Legal Costs*.

## Sections 3 and 4 Exclusions

Sections 3 and 4 of this Policy shall not apply to legal liability:

### 1 Professional Services

arising from or in connection with:

- a advice;
- b design;
- c specification;

provided for a fee.

### 2 Employment Practice Liability

directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract in relation to the hiring, supervision, retention and/or personal development of any director or partner of the *Insured* and/or *Persons Employed* howsoever arising.

## Sections 2, 3 and 4 Conditions

### 1 Excess(es)

No indemnity shall be provided until the applicable *Excess(es)* for any claim has been paid to and received by the *Insurers*.

### 2 Discharge of Liability

In respect of any claim(s) against the *Insured* to which a Limit of Liability applies, the *Insurers* may at any time pay the amount of such Limit after deduction of any sums already paid or incurred or any lesser amount for which at the absolute discretion of the *Insurers*, such claim(s) can be settled. The *Insurers* shall relinquish control of the said claim(s) and be under no further liability in respect thereof except for *Legal Costs* for which the *Insurers* may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of *Legal Costs*.

### 3 Other Insurances

If at the time of any claim(s) covered by this Policy there is, or but for the existence of this Policy would be any other insurance covering the same legal liability the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and shall be subject to the Limit of Liability as stated in the *Schedule*.

### 4 Bona Fide Sub-contractors

The *Insured* shall as a condition precedent to liability in every instance ensure and keep a record that bona fide sub-contractors maintain Employers' Liability insurance where required by statute and Public and Products Liability insurances for not less than the Limit of Liability in respect of each such Section as stated in the *Schedule*.

## Sections 2, 3 and 4 Exclusions

Sections 2, 3 and 4 of this Policy shall not apply to legal liability:

### 1 Radioactive Contamination

directly or indirectly caused by or contributed to, by or arising from:

- a ionising radiation 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;
- c the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

but in respect of Section 2 only, this Exclusion shall apply only where such legal liability is:

- i that of any principal;
- ii accepted under agreement and would not have attached in the absence of such agreement.

### 2 Punitive and Exemplary Damages

for punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts.

### 3 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties.

### 4 Defamation

in respect of any form of defamation.

### 5 Excess(es)

for the amount of the *Excess(es)* as stated in the *Schedule* for each Operative Section.

### 6 North American Pollution or Contamination

directly or indirectly caused by or arising from *Pollution* or *Contamination* in the United States of America or Canada.

## 7 North American Companies

arising from or in connection with any company domiciled or registered in the United States of America or Canada or their territories or possessions.

## 8 Hazardous Work

arising from or in connection with:

- a any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 (five) metres in height by any *Person Employed* when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the *Insured*;
- b the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
- c pile driving, tunnelling or quarrying;
- d the use of explosives;
- e excavations below 5 (five) metres in depth;
- f any work carried out at a height in excess of 15 (fifteen) metres above ground level or floor level in the case of work inside a building or structure;
- g the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre. However, where such activities do not form any part of the *Insured's* contract this Exclusion shall not apply to legal liability arising from:
  - i the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre;
  - ii the investigation of any such suspect materials;

Provided always that:

- a immediately upon discovery as defined in g) above all work ceases until the composition of all such materials is established;
- b any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring licence is carried out by qualified licensed subcontractors on terms which indemnify the *Insured* for liability arising out of such work;

unless the *Insured* has requested that there shall be no such limitation and has accepted the terms offered by the *Insurers* in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this Policy;

- h the collection, handling or disposal of *Waste*, other than asbestos or materials containing asbestos fibre as set out in g) above, unless the *Insured* can demonstrate that:
  - i it was so licensed at the time of collecting, handling or disposing of such *Waste*; and
  - ii all such *Waste* is disposed of at a site licensed for the disposal of such *Waste*.

## Section 5 | Terrorism

### The Cover

The *Insurers* shall indemnify the *Insured* against *Damage* under Section 1 Tools and Trade Materials insofar and to the extent that it is stated as being insured in the *Schedule* to this Section in Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands) caused by an Act of *Terrorism* certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### Limit of Liability

The liability of the *Insurers* under this Section in respect of any one *Occurrence* and in the aggregate during the *Period of Insurance* shall not exceed the Limits of Liability as stated in the *Schedule*;

and

in any action, suit or other proceedings where the *Insurers* allege that any claim hereunder is not covered by this Section of this Policy (or is covered only up to a Limit of Liability as stated in the *Schedule*), the burden of proving that such claim hereunder is covered (or is covered beyond that Limit of Liability) shall be upon the *Insured*.

### Section 5 Conditions

The Insurance provided by this Section shall be subject to all limits, terms, conditions and exclusions of this Policy except that the following shall not apply:

- 1 any long term agreement or undertaking;
- 2 any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the *Period of Insurance*;
- 3 any extension of *Premises* to locations outside England and Wales and Scotland;
- 4 any General or Section Exclusions elsewhere in this Policy (other than those stated as Section 5 Exclusions).

### Section 5 Exclusions

This Section does not cover any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:

- 1 Chemical, biological or radioactive contamination from:
  - a the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;

**c** chemical and/or biological and/or radiological irritants contaminants or pollutants;

in respect only of residential property houses and blocks of flats and other dwellings insured in the name of a private individual.

- 2** Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or seizure or destruction of or damage to property by or under the order of any Government or public or local authority.
- 3** Arising out of Marine, Aviation, Transit and Motor Certificates or Policies.
- 4** Electronic, digital or cyber risks that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - a** damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information or *Programme(s)* or *Software*) and whether the property of the *Insured* or not, where such damage is caused by *Virus or Similar Mechanism* or *Hacking* or *Denial of Service Attack*;

or

  - b** consequential loss directly or indirectly caused by or arising from *Virus or Similar Mechanism* or *Hacking* or *Denial of Service Attack*.

# General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise:

## Continuing Obligations:

### 1 Alteration

This Policy shall be voided if after the inception of the *Period of Insurance* there is any alteration:

- a whereby the risk of *Damage, Injury* or legal liability is increased; or
- b whereby the *Insured's* interest ceases except by will or operation of law; or
- c whereby the *Business* of the *Insured* is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- d any change is made in the description of the *Business*;

unless such alteration has been accepted by the *Insurers* in writing.

### 2 Interpretation

In this Policy:

- a reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- b reference to any statutory or other body shall include the successor to that body;
- c words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d if any term, condition, exclusion or Endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e the headings are for reference only and shall not be considered when determining the meaning of this Policy.

### 3 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.

### 4 Precautions and Reasonable Care

It is a condition that the *Insured* shall take all reasonable precautions:

- a for the safety of and to avoid, prevent or minimise any *Damage* to the *Property Insured*;
- b to avoid, prevent or minimise any injury to others or damage to their property;
- c to prevent the sale of or supply of *Products* which are defective in any way;

which might give rise to a claim under this Policy.

It is a condition that the *Insured* shall also:

- a comply with all statutory and other obligations and regulations imposed by any authority;
- b maintain the *Premises*, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- c exercise reasonable care in the selection and supervision of *Employees* and in the employment of competent staff;
- d in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## 5 Warranties

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole *Period of Insurance* and non-compliance with any such warranty in so far as it increases the risk of loss, *Injury* or *Damage* shall be a bar to any claim. Provided that if this Policy is renewed, a claim occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such Period.

## In the Event of a Claim:

### 6 Notification of any incident which may give rise to a claim:

#### Action by the Insured in respect of Sections 1 and 5

It is a condition precedent to liability that if any incident occurs which may give rise to a claim under this Policy the *Insured* shall:

- a give immediate notice to:
  - i the Police Authority in respect of any theft, attempted theft, riot, malicious damage, accidental loss or Act of *Terrorism* (if and to the extent that *Terrorism* is insured by this Policy);
  - ii the *Insurers* via the broker or intermediary as stated in the *Schedule*; and
- b within:
  - i 7 (seven) days in the case of *Damage* caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
  - ii 30 (thirty) days of the occurrence of any other event;

supply at its own expense full details of the claim in writing together with any supporting information, receipts and proofs which the *Insurers* may reasonably require and no claim shall be paid until the *Insured* has complied with this paragraph.

#### Action by the Insured in respect of Sections 2, 3 and 4

It is a condition precedent to liability that the *Insured* shall give written notice to the *Insurers* as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and shall give all such additional information as the *Insurers* may require. Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to the *Insurers* immediately they are received.

The *Insured* shall at all times in addition to its obligations set out above afford such information to and co-operation with the *Insurers* or their appointed agents to allow the *Insurers* to be able to comply with

such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Lord Chief Justice.

The *Insurers* shall be entitled (either before or after any payment under this Policy) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the *Insured*. The *Insured* shall not admit liability or make any offer or promise of payment without the prior written consent of the *Insurers*.

The *Insured* shall keep adequate business records and shall give such information and assistance as the *Insurers* may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

**Brit Insurance Limited**

Oakleigh House

14-16 Park Place

Cardiff CF10 3DQ

Telephone: **0800 587 6713**

Fax: **029 2066 6382**

Email: **britinsurance@cl-claims.com**

**7 Claims Co-operation**

The *Insured* will provide all help and assistance and co-operation required by the *Insurers* in connection with any claim.

**8 Action to Minimise Loss**

It is a condition that if any incident occurs which may give rise to a claim under this Policy the *Insured* shall take action to minimise the loss or damage, to avoid interruption or interference with the *Business* and to prevent further damage or injury.

**9 Arbitration (applicable to Sections 1 and 5 only)**

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

**10 Contribution (applicable to Sections 1 and 5 only)**

If at the time of any claim(s) covered by this Policy there shall be any other insurance covering the same risk or part thereof the *Insurers* shall not be liable for more than their rateable proportion thereof.

If any such other insurance be subject to any condition of Average, this Policy, if not already subject to any such condition of Average, shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part, or from contributing rateably, the liability of the *Insurers* shall be limited to that proportion of the *Damage* which the *Sum Insured* under this Policy bears to the value of the property.

**11 Fraud**

If any claim made under this Policy by the *Insured* or anyone acting on behalf of the *Insured* is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this Policy shall be forfeited.

## 12 Insurers Rights following a Claim

On the happening of any event in respect of which a claim is or may be made under this Policy, the *Insurers* (and every person authorised by them) shall have the right, without thereby incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the *Premises* where the event has occurred, and to take and keep possession of any of the *Property Insured* (or require it to be delivered to them), and to deal with any salvage in a reasonable manner. No claim under this Policy shall be payable unless the terms of this Condition have been complied with. No property may be abandoned to the *Insurers*, whether taken possession of by them or not. This Condition shall be evidence of permission from the *Insured* to the *Insurers* so to do. If the *Insured* or anyone acting on behalf of the *Insured* shall not comply with the requirements of the *Insurers* or shall hinder or shall obstruct the *Insurers* in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. The *Insured* shall not in any case be entitled to abandon any property to the *Insurers* whether taken possession of by the *Insurers* or not.

**Applicable to Sections 1 and 5 only:** The *Insurers* may at any time pay the amount of the Limit of Liability to which the claim applies and shall be under no further liability in respect thereof.

## 13 Reinstatement of Damage

If the *Insurers* elect or become bound to reinstate or replace any property, the *Insured* shall at its own expense provide all such plans, documents, books and information as the *Insurers* may reasonably require. The *Insurers* shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the Items insured more than its *Sum Insured*.

## 14 Subrogation

Any claimant under this Policy shall, at the request and expense of the *Insurers*, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the *Insured*, whether such steps are or become necessary before or after any payment is made by the *Insurers*.

## 15 Subrogation Waiver

Notwithstanding Condition 14, in the event of a claim arising under this Policy the *Insurers* agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a any Company standing in the relation of parent to subsidiary (or subsidiary to parent) of the *Insured*;
- or
- b any Company which is a subsidiary of a parent Company of which the *Insured* themselves are a subsidiary;

in each case within the meaning of the Companies Act(s).

## Specific Obligations:

### 16 Cancellation

#### *Insured's Right of Cancellation*

- a If *You* are an individual or a sole trader or a partnership in England and Wales, *You* have the right to cancel *Your* Policy during a period of 14 (fourteen) days either from:
  - i the day of purchase of the contract, or
  - ii the day on which *You* receive your Policy documentation whichever is the later.

If *You* wish to do so and the insurance cover has not yet commenced, *You* will be entitled to a full refund of the premium paid.

If *You* wish to do so and if the insurance cover has already commenced, *You* will be entitled to a refund of the premium paid, subject to deduction for the time for which *You* have been covered. This will be calculated on a pro-rata basis for the time *You* received cover unless a claim has been made or an incident has arisen which may give rise to a claim and which leads to the contract of insurance being fully completed, in which case the full annual premium will be payable to the *Insurers*.

To exercise *Your* right to cancel *Your* Policy please contact the Broker/Intermediary, as stated in the *Schedule*, through whom *You* arranged this Insurance

*You* must return *Your* Certificate of Insurance to the *Insurers* immediately after cancellation.

- b** If *You* are not an individual or a sole trader or a partnership in England and Wales, *You* have no cancellation rights under this Policy.

### **Insurers' Right of Cancellation**

- a** If the premium for this Insurance is paid by periodic instalments, whether by direct debit or otherwise, in the event of default in the payment of any instalment, for whatever reason, this Insurance shall cease from the date of non-payment, subject to the Consumer Credit Act 1974, if applicable and any amending and/or subsequent legislation.
- b** Otherwise, this Insurance may be cancelled by the *Insurers* sending 30 (thirty) days' notice by recorded delivery letter to the last known address of the *Insured* stating the reason for cancellation. Where this Condition is exercised, the *Insured* shall become entitled to a return of premium in respect of the unexpired portion of the *Period of Insurance*, after any adjustment of the premium paid as provided for by any conditions of this Policy, and subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the *Period of Insurance*.

In the event of cancellation the *Insured* must return all Certificates of Insurance to the *Insurers* immediately after cancellation.

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

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

## **18 Declarations/Adjustments of Premium**

If any part of the *Premium* is based on estimates provided by the *Insured*, the *Insured* shall keep an accurate record containing all relevant information and shall at any time allow the *Insurers* to inspect such record. The *Insured* shall within 60 (sixty) days after the expiry of each *Period of Insurance* furnish the relevant information, including but not limited to wage roll and turnover, as the *Insurers* may require. The *Premium* shall then be adjusted and the difference paid by or allowed to the *Insured*, subject to any Minimum *Premium* required within 30 (thirty) days of receipt of the *Insurers'* adjusted premium calculations. The *Insurers* reserve the right to request the *Insured* to supply an auditor's certificate attesting to the accuracy of any information furnished to the *Insurers*.

## **19 Choice of Law**

Unless otherwise agreed by the *Insurers* and the *Insured*, this Policy shall be subject to and construed solely in accordance with the Law of England and Wales.

**20 Insurable Interest**

The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the *Insurers*.

**21 Jurisdiction**

The *Insurers* and the *Insured* agree that all disputes arising out of or in connection with this Policy, including but not limited to any disputes relating to the formation, validity and interpretation and application of the terms, conditions, limits and exclusions of this Policy, shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The premium for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

**22 Several Liability**

The subscribing *Insurers'* obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing *Insurers* are not responsible for the subscription of any co-subscribing Insurer(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

# General Exclusions

The following General Exclusions shall apply to all Sections of this Policy unless as stated otherwise.

The *Insurers* shall not be liable for:

## 1 Electronic Date Recognition (not applicable to Section 2)

Damage or consequential loss or legal liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the *Insured* or not:

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

but this shall not exclude subsequent *Damage* to the *Insured's* property or consequential loss resulting therefrom not otherwise excluded under this Policy, which itself results from a *Defined Peril*.

For the purposes of this General Exclusion the words *Defined Peril* shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any apparatus or pipe, impact by any road vehicle or animal and theft.

## 2 Electronic Data (applicable to all Sections other than 2, 3 and 4)

Any loss, damage, destruction, distortion, erasure, corruption or alteration of *Electronic Data* from any cause whatsoever (including but not limited to *Virus or Similar Mechanism* or *Hacking or Denial of Service Attack*) 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, unless any such loss or damage results from a *Defined Peril* and is not otherwise excluded.

## 3 Law and Jurisdiction

Judgements, awards, settlements or orders of courts outside the *Territorial Limits* as defined, or to orders seeking to enforce such judgements, awards, settlements or orders, or to any liability arising under the law of any place outside the *Territorial Limits*.

## 4 Marine (applicable to Sections 1 and 5 only)

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

## 5 More Specific Insurance (applicable to Sections 1 and 5 only)

Loss or destruction of or damage to any property more specifically insured by or on behalf of the *Insured*.

## 6 Northern Ireland (applicable to Sections 1 and 5 only)

Loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- a civil commotion;

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

In any action, suit or other proceedings where the *Insurers* allege that by reason of this Exclusion any loss, destruction or damage or loss resulting from such loss, destruction or damage is not covered by this Insurance (or is covered only up to a Limit of Liability as stated in the *Schedule*) the burden of proving such loss, destruction or damage or loss resulting from such loss, destruction or damage is covered (or is covered beyond that Limit of Liability) shall be upon the *Insured*.

## 7 Radioactive Contamination, War, Sonic Boom and Confiscation (not applicable to Sections 2, 3 and 4)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential 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 or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d war, invasion, acts of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not;
- e pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- f confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

## 8 Pollution or Contamination (applicable to Sections 1 and 5 only)

Loss or destruction or damage or any consequential loss resulting from *Pollution or Contamination* but this shall not exclude *Damage* caused by:

- a *Pollution or Contamination* which itself results from a *Defined Peril*;
- b a *Defined Peril* which itself results from *Pollution or Contamination*;

unless resulting from an Excepted Cause or otherwise excluded.

## 9 Terrorism

- a Loss, damage, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of *Terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- b Loss, damage, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of *Terrorism*;
- c Any loss whatsoever or any expenditure resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - i the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;



## Further Information

### Data Protection

It is understood by the *Insured* that any personal data provided by the *Insured* to the *Insurers* regarding the *Insured*, its *Employees* or its *Agents* shall be processed by the *Insurers*, in compliance with the provisions of the Data Protection Act 1998 and any subsequent or amending legislation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

The *Insurers* shall keep such information secure at all times. In certain circumstances, for example for systems administration purposes, the *Insurers* may have to transfer information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with this Insurance the *Insurers* assume that the *Insured* is agreeable to the *Insurers* transferring its information to a country outside the EEA.

Should *You* wish to obtain details of the information that we hold on *You* please contact:

The **Compliance Officer**  
Brit Insurance Limited  
55 Bishopsgate  
London EC2N 3AS

A small fee may be charged to cover the cost of administration.

### Complaints Procedure

*We* are dedicated to providing *You* with a high quality service and *We* want to ensure that *We* maintain this at all times. If *You* feel *We* have not offered *You* a first class service please write and tell *Us* and *We* will do *Our* best to resolve the problem.

All complaints shall be handled promptly and a policy of open communication will be adopted.

Any enquiry or complaint should in the first instance be directed through *Your* insurance broker or other intermediary who arranged this Insurance for *You*. If this does not resolve the matter please contact:

**Customer Relations**  
Brit Insurance Limited  
55 Bishopsgate  
London EC2N 3AS

T: 020 7098 6970 / 6974

F: 020 7984 8473

E: [customer.relations@britinsurance.com](mailto:customer.relations@britinsurance.com)

Or via the Customer Relations section of [www.britinsurance.com](http://www.britinsurance.com)

In the event *You* remain dissatisfied and wish to pursue matters further *You* may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million and from trusts with a net asset value of less than £1 million. The contact details are:

### The Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Helpline: 0845 080 1800

Switchboard: 020 7964 1000

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme**

*We* are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet *Our* financial obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

### **Financial Services Compensation Scheme**

7th floor Lloyds Chambers  
Portsoken Street  
London E1 8BN

Telephone: 020 7892 7300  
Fax: 020 7892 7301  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

### **Brit Insurance Limited**

55 Bishopsgate, London EC2N 3AS  
T: 020 7984 8500 F: 020 7984 8501  
[www.britinsurance.com](http://www.britinsurance.com)

Registered in England and Wales number 2763688 at 55 Bishopsgate, London EC2N 3AS  
Authorised and regulated by the Financial Services Authority  
Member of the Association of British Insurers  
A subsidiary of Brit Insurance Holdings PLC

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