

Your Business Insurance

Small Business Plus Product



Policy Wording

May 2019

Administered by
Simply Business

CO
vea Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Small Business Plus Policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the Policy **Schedule** and recorded in **Your** Statement of Fact.

Please read the Policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact Simply Business if **You** have any questions or if **You** wish to make any adjustments.



Contents

Contact Numbers	2
Customer information	3
Introduction	6
General Conditions	7
General Exclusions	10
Policy Cover	
Section A - Definitions	12
Section B - Public and Products Liability	14
Section C - Employers' Liability	17
Section D - Tools Standard Plus Cover	19
Section E - Goods in Transit Cover	20
Section F - Contract Works	21
Section G - Own Plant	24
Section H - Hired in Plant	25
How to make a claim	26

Contact Numbers

Claims Helpline 0333 207 0560

Claims

If **You** need to make a claim please contact

Simply Business Claims Team
PO Box 76
Cardiff CF11 7JX

Alternatively notify Simply Business at:

E: simplybusiness@cl-uk.com

T: 0333 207 0560

You should:

Provide Simply Business with full details of **Your** claim as soon as possible after the event and always within 30 days.

Immediately notify the Police following loss or **Damage** by theft, attempted theft or malicious damage and obtain the Crime Reference Number.

Take all steps necessary to reduce further loss, damage or injury.

See the How to make a claim section at the back of this booklet for full details of how to make a claim and how **We** settle **Your** claim.

Please have **Your** policy number to hand when phoning.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277.

Your policy is administered by Simply Business, which is a trading name of Xbridge Limited. Registered in England and Wales No. 03967717. Registered office: 99 Gresham Street, London, EC2V 7NG.

Xbridge Limited are authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 313348.

You can check the Firm Reference Number on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Complaints Procedure

We and Simply Business will always endeavour to provide the highest level of customer service to **You**.

Simply Business's Procedure

If **You** feel that Simply Business have failed to maintain the highest level of customer service to **You** detailed here is the procedure they will use to promptly and fairly deal with any issue **You** raise.

Please note that Simply Business record and monitor all complaints centrally to ensure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

You may register **Your** complaint by e-mail, in writing, by telephone or in person but whichever method of communication **You** choose Simply Business will give each the same level of importance.

e-mail: contact@simplybusiness.co.uk

or visit: www.simplybusiness.co.uk/complaints

Customer Services Simply Business Sol House
29 St Katherine's Street Northampton
NN1 2QZ

T: 0330 014 6683

What Simply Business need to know

Simply Business need **You** to help them by summarising the problem, policy(ies) affected and the resolution **You** expect. Please ensure whenever possible that **You** quote any customer reference number.

What Simply Business will do

Simply Business's complaints investigation will follow the rules and guidelines of the Financial Conduct Authority. The minimum standard **You** should expect from Simply Business is as follows:

If Simply Business resolve **Your** complaint by the close of 3 business days, **You** will receive a summary resolution communication in writing. This response will include:

- the fact that a complaint was made and is now considered resolved either by accepting the complaint and offering redress or rejecting the complaint with a full explanation of reasons; and

- information about the Financial Ombudsman Service, including the website address and possible right of referral.

Should Simply Business be unable to resolve **Your** complaint at the 3 business day stage, Simply Business will escalate this to a formal complaint stage. Simply Business will notify **You** with an acknowledgement letter, outlining timescales and who will be handling your complaint.

Simply Business will send **You** a final response letter within 8 weeks of receipt of the complaint. This will either:

- accept the complaint and offer redress or remedial action where appropriate; or
- offer redress or remedial action without acceptance of the complaint; or
- reject the complaint and give reasons; and
- enclose information about the Financial Ombudsman Service including a copy of the Financial Ombudsman Service's standard explanatory leaflet, website address and possible right of referral.

Complaints concerning insurers

If **Your** complaint concerns an insurer, Simply Business will make sure the full details of **Your** complaint are passed to them, in order to respond within 3 business days.

Covéa Insurance's Procedure

If the complaint concerns **Us** Simply Business will make sure **Your** complaint is passed to **Us** in order to respond to **You** quickly. However, if **You** wish to contact **Us** directly please use the following details:

A: Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA.

T: 0330 221 0444

W: www.coveainsurance.co.uk

E: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

If you remain dissatisfied

You may be an eligible complainant within the rules of the Financial Ombudsman Service. Their jurisdiction covers these matters other than for organisations whose turnover or net assets are greater than €2 million and have fewer than 10 employees.

This means should **You** remain dissatisfied with Simply Business's summary resolution communication or the final response letter, or more than 8 weeks have passed since the receipt of **Your** complaint, **You** may refer your complaint to the Financial Ombudsman Service.

E-mail: complaint.info@financial-ombudsman.org.uk

or visit: www.financialombudsman.org.uk/consumer/complaints.htm

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Customer Information

continued

Financial Services Compensation Scheme (FSCS)

We and Simply Business are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **We** or Simply Business cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk

Choice of 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.

How to Cancel Your Policy

If **You** do not want to accept the Policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** Policy or the day **You** receive **Your** Policy documentation, whichever is later. To do this **You** must return the Policy documentation to Simply Business when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the Policy, less any additional charge per Simply Business's Terms of Business. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the Policy within 14 days after the renewal date.

You may cancel the Policy at any other time by contacting Simply Business.

If **You** cancel **Your** Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with **Us**, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the Policy, less any additional charge per Simply Business's Terms of Business.

For **Our** rights to cancel **Your** Policy please refer to the General Conditions section, Item 7 – Our Rights to Cancel the Policy in this Policy booklet.

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Customer Information

continued

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Employers' Liability Tracing 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' liability insurance of their employers, (the "Claimants"):

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

The Database will be managed by the ELTO.

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

By entering into this insurance Policy **You** will be deemed to specifically consent to the use of **Your** insurance Policy data in this way and for these purposes.

Introduction

Each Section of this Policy, the Schedule and any Endorsements, together with this Introduction, Customer Information and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, and Policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exclusions shall have the same meaning throughout the Policy unless **We** state otherwise
2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the Policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the Policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this Policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

The **Schedule** shows the Sections of the Policy that are operative.

IMPORTANT

This Policy is a legal contract.

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 **Your** insurance broker. 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** or **Your** insurance broker.

General Conditions

1. Claims procedure and requirements

- (a) On the happening of any **Bodily Injury** or **Damage You** or **Your** legal personal representative shall at **Your** own expense
- (i) provide Simply Business with full details of **Your** claim as soon as possible and always within 30 days
 - (ii) take all reasonable precautions to prevent further **Bodily Injury** or **Damage**
 - (iii) tell the local police as soon as **You** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **You**
 - (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) **You** shall not negotiate admit or repudiate any liability without **Our** written consent
- (c) **We** shall be entitled
- (i) to negotiate defend or settle in the name of and on **Your** behalf any claim made against **You** as **We** deem appropriate
 - (ii) to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity damages or otherwise in **Your** name
 - (iii) at any time to pay to **You** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment
 - (iv) 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.

2. Application of heat and fire precautions

This condition does not override any Endorsement on the Policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition

It is a condition precedent to **Our** liability that the following precautions 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 involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of angle grinders

- (a) a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door partition roof or other horizontal structure shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat
- (b) any combustible material (including materials to be worked upon or which have been worked upon and to the greatest

extent practical any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

- (c) there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards
- (d) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions
- (e) 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
- (f) any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use
- (g) for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph (a) above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door partition roof or other horizontal structure

In addition it is a condition precedent to **Our** liability that whenever tar bitumen asphalt or pitch heaters are in use away from **Your** premises tar bitumen asphalt or pitch should be carried in a suitable vessel and the vessel is to be located at ground level and in the open air.

3. 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.

General Conditions

continued

4. Reasonable precautions

You shall take all reasonable precautions

- (a) in the selection and supervision of **Employees** and subcontractors
- (b) to avoid **Bodily Injury** or **Damage** to property
- (c) to 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 Practice and Standards.

5. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with Conditions applicable to all Sections – Condition 7. Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first **£10** or any difference which is less than **£10** plus insurance premium tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) 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** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

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** told **Us** about the alteration in 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.

6. Other insurance

We will not be liable in respect of any liability which is or would be but for the existence of this **Policy** insured by any other **Policy** except to the extent of any excess beyond the amount that is or would be but for the existence of this **Policy** payable under such other **Policy**.

7. Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** **Policy** where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due
 - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
 - (iii) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Conditions – Reasonable precautions of this **Policy** and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** **Policy**, **We** will refund the premium for the exact number of days left on the **Policy**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If **You** have a Loan Agreement with **Us** to pay for **Your** insurance, outstanding monies may be owed when **Your** **Policy** is cancelled. They must be paid to **Us** as described in **Your** Loan Agreement.

For **Your** rights to cancel the **Policy** please see “How to Cancel Your **Policy**” on page 4 of this **Policy** booklet.

8. Damage to property under the ground

We shall not be liable in respect of **Damage** to underground pipes cables or other services unless **You**

- (a) have taken all reasonable measures to ascertain 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) have retained a written record of the measures taken to comply with (a) above.

9. 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 Clause of this **Policy**.

10. No claims discount

A discount will be allowed in calculating premiums for this **Policy** subject to no claims having been made resulting in payment or still being outstanding.

Any claim made will result in the discount earned being reduced to nil.

General Conditions

continued

11. 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**:

- (c) 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
- (d) 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
- (e) 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:

- (i) proportionately reduce the amount payable in respect of a claim; and/or
- (ii) 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.

12. Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this Policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this Policy as having terminated, **You** will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

13. 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.

This Policy does not cover:

1. War, Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss directly or indirectly caused by or contributed to by or arising from:
- (i) War Government Action or Terrorism
 - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean 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, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government whether legally recognised by the international community or otherwise.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to Terrorism any **Damage** or resulting loss or expense or indirect loss is not covered by this insurance the burden of proving that such **Damage** loss expense or indirect loss is covered shall be upon **You**.

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**.

2. Sonic Bangs

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

3. 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.

4. Date Recognition

Damage accident or 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 other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not and whether occurring before during or after the year 2000:

- (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 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 retain or to correctly process such data on or after any date.

5. 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.

General Exclusions

continued

“**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.

Policy Cover

Section A - Definitions

Certain words in the Policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the Policy, unless varied by a definition in a particular Section, and are printed in bold to help You identify them.

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.

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**.

Company/We/Us/Our

Covea Insurance plc

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 Section F

Contract Site

The situation of the **Contract Works** within the **Geographical 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 **Geographical 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.

Debris Removal Costs

Costs and expenses necessarily incurred by **You** with **Our** consent in removing debris or dismantling or demolishing or propping up or shoring up any part or parts of the **Contract Works** consequent upon **Damage** for which **You** are entitled to indemnity under this Policy.

Employee

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

1. any person under a contract of service or apprenticeship with **You**
2. any labour master or any labour only sub- contractor or any person supplied by them
3. any self employed person providing labour only
4. any person hired or borrowed by **You** but in respect of any driver or operator of plant hired to **You** only when the conditions of hire so require
5. any person under a training or work experience scheme.

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.

Geographical Limits

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

Goods in Transit

Your Business equipment (excluding **Tools**) stock and materials in trade and goods in trust for which **You** are responsible.

Policy Cover

Section A - Definitions

Insured/You/Your

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

Insured Person

Any **Principal** partner director or **Employee** working in the **Business** and included in the insurance provided by Section B – Public Liability.

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. **Damage** or **Bodily Injury** 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**.

Product

Any commodity article or thing supplied installed erected repaired altered or treated by **You** or on **Your** behalf.

Schedule

The document that specifies **Your** details and any Excesses and Endorsements that are applicable. The Schedule shows the Sections of the Policy that are operative.

Tool(s)

Hand held portable tools and equipment designed to be applied to work by hand including portable electronic equipment the property of or hired in by an **Insured Person** for use in connection with the **Business**.

Policy Cover

Section B - Public and Products Liability

Cover

We will indemnify **You** against all sums for which **You** are legally liable to pay in respect of compensation and **Costs and Expenses** in respect of accidental

1. **Bodily Injury** to any person
2. **Damage** to physical property
3. Obstruction trespass nuisance wrongful arrest or any interference with any right of way light air or water

occurring during the **Period of Insurance** and caused in connection with the **Business** within the **Geographical Limits**.

Our liability shall not exceed the Limit of Indemnity as stated in the **Schedule** for all compensation payable in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Clauses

Additional Directors Partners or Employees

Notwithstanding the total number of persons or **Employees** declared to **Us** is extended to include additional partners directors or **Employees** provided that the total number of 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.

Additional Persons Insured

At **Your** request **We** will indemnify as though they were **You**

- (a) any director partner or **Employee** of **Yours** while acting in such capacity in the course of the **Business** but only insofar as **You** would be entitled to indemnity under this Policy were the claim made against **You**
- (b) any director or partner of **Yours** for whom an **Employee** is undertaking private work incidental to the **Business**.

In the event of **Your** death **We** will indemnify as though they were **You Your** legal personal representatives in respect of liability incurred by **You** provided that

1. such Additional Person shall as though he were **You** observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply
2. **We** shall have the conduct and control of all claims
3. if **We** are required to indemnify more than one party in respect of any occurrence or occurrences **Our** liability shall not in aggregate exceed the Limit of Indemnity.

Bona-fide Subcontractors

We will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf provided that **We** shall not be liable under this Clause

1. unless prior to appointment **You** have checked that bona-fide subcontractors hold current and valid Public Liability insurance

2. if annual payments to bona-fide subcontractors are greater than **£50,000** per annum or 20% of **Your** annual turnover whichever is greater unless agreed to the contrary by **Us**.

In the event of a claim under this Clause **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**.

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

1. for liquidated damages or fines or penalties
2. 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 Clause or as otherwise agreed by **Us** and endorsed onto the Policy
3. 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
4. liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any **Product**
5. 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.

Corporate Manslaughter

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 Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

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

1. any prosecutions unless they relate to death to any person other than an **Employee** occurring within the **Geographical Limits** during the **Period of Insurance** happening in connection with the **Business**
 - (a) the payment of fines or penalties
 - (b) any remedial or publicity orders or any steps required to be taken by such orders
2. 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

Policy Cover

Section B - Public and Products Liability

continued

- any proceedings resulting from any deliberate act or omission by **You**.

Contingent Motor Liability

Despite Exclusion 3 of this Section **We** will indemnify **You** in respect of 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 within the **Geographical Limits**.

Provided that this indemnity shall not apply:

- in respect of **Damage** to the vehicle
- whilst the vehicle is being driven:
 - by **You**
 - with **Your** general consent by any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- to liability which is insured or would but for the existence of this Section be insured under any other insurance.

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:

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

Cross Liability

Where the **Insured** 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 Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Defective Premises Act

We will indemnify **You** in respect of liability incurred by **You** under Section 3 of the Defective Premises Act 1972 in connection with any premises or land disposed of by **You** and which prior to disposal were occupied by **You** for the purposes of the **Business**.

Provided that this indemnity shall not apply to:

- the cost of rectifying any **Damage** or defect in the premises or land disposed of
- liability for which **You** are entitled to indemnity under any other policy.

Damage to Leased or Rented Premises

Exclusion 2 shall not apply to liability for **Damage** to any premises (including their fixtures and fittings) leased to or rented by **You**.

Provided that **We** shall not be liable for **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request any partner director or **Employee** of **Yours** while acting in that capacity in respect of:

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity:

- unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **Geographical Limits** and in connection with the **Business**
- in respect of proceedings which
 - result from any deliberate act or omission by **You**
 - relate to the health and safety of any **Employee**
- for fines or penalties of any kind
- where indemnity is provided by another insurance policy
- unless **We** have the conduct and control of all proceedings in respect of which indemnity is sought.

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:

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

Temporary Employees

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

This Clause does not remove the need to declare changes in **Employee** numbers as required by General Condition 13 of this Policy.

Work Overseas

The indemnity provided shall extend anywhere in the world in respect of the acts or omissions of persons ordinarily resident within the **Geographical Limits** but temporarily engaged in non-manual work in connection with the **Business** outside the **Geographical Limits**.

Policy Cover

Section B - Public and Products Liability

continued

Exclusions

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. **Bodily Injury** sustained by any **Employee**
2. **Damage** to physical property
 - (a) belonging to or leased let rented or hired to or in the charge or custody or control of **You** or any **Employee** or director other than
 - (i) the personal effects of any **Employee** or visitor
 - (ii) premises (and contents therein) temporarily occupied by **You** for the purpose of carrying out work (not being premises which are owned by leased rented or hired to **You**)
 - (b) comprising or forming part of the **Contract Works** other than where the works have reached **Practical Completion** and any **Maintenance Period** for the works have expired
3. **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 vehicleprovided 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
4. **Bodily Injury** or **Damage** arising from
 - (a) any **Product** outside the **Geographical Limits**
 - (b) the failure or partial failure of any fire security or warning device to fulfil its intended function
5. **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**
6. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of
 - (a) any **Product** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
 - (b) defective work

7. **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**
8. any loss cost expense liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
9. the giving of or application of any hair or beauty treatment
10. the amount of the excess stated on the **Schedule**.

Policy Cover

Section C - Employers' Liability

This Section is not operative unless specific reference is made to it in the current Policy Schedule

Cover

We will indemnify **You** against all sums for which **You** are legally liable in respect of **Bodily Injury** to any **Employee** caused during the **Period of Insurance** and arising out of and in the course of the **Business** within the **Geographical Limits**

Provided that **Our** liability in respect of any one claim against **You** or series of claims against **You** relating to any one or more of **Your Employees** arising out of any one occurrence shall not exceed **£10,000,000** which shall be inclusive of

- (a)** all **Costs and Expenses** incurred with **Our** written consent in connection with the defence of any claim
- (b)** the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against **You** in respect of any breach or alleged breach of statutory duty resulting in **Bodily Injury** that may be the subject of indemnity under this Section
- all **Costs and Expenses** recoverable by any claimant from **You**.

Clauses

Additional Persons Insured

At **Your** request **We** will indemnify as though they were **You**

- (a)** any director partner or **Employee** of **Yours** while acting in such capacity in the course of the **Business** but only insofar as **You** would be entitled to indemnity under this Policy were the claim made against **You**
- (b)** any director or partner of **Yours** for whom an **Employee** is undertaking private work incidental to the **Business**

In the event of **Your** death **We** will indemnify as though they were **You** **Your** legal personal representatives in respect of liability incurred by **You** provided that

- such Additional Person shall as though he were **You** observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply
- We** shall have the conduct and control of all claims
- if **We** are required to indemnify more than one party in respect of any occurrence or occurrences **Our** liability shall not in aggregate exceed the Limit of Indemnity.

Corporate Manslaughter

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 Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

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

- any prosecutions unless they relate to death caused to any **Employee** occurring within the **Geographical Limits** during the **Period of Insurance** happening in connection with the **Business**
- (a)** the payment of fines or penalties
- (b)** any remedial or publicity orders or any steps required to be taken by such orders
- 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
- any proceedings resulting from any deliberate act or omission by **You**.

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:

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

Cross Liability

Where the **Insured** 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 Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Health and Safety at Work etc Act 1974

We will indemnify **You** and at **Your** request any partner director or **Employee** of **Yours** while acting in that capacity in respect of:

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity:

- unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **Geographical Limits** and in connection with the **Business**
- in respect of proceedings which
 - (a)** result from any deliberate act or omission by **You**
 - (b)** relate to the health and safety of any person other than an **Employee**

Policy Cover

Section C - Employers' Liability

continued

3. for fines or penalties of any kind
4. where indemnity is provided by another insurance policy
5. unless **We** have the conduct and control of all proceedings in respect of which indemnity is sought.

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.

Rights of Recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain the Isle of Man or the Channel Islands but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Temporary Employees

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

This Clause does not remove the need to declare changes in **Employees** as required by General Condition 13 of this Policy.

Work Overseas

The indemnity provided shall extend to apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst temporarily engaged in non-manual work in connection with the **Business** outside the **Geographical Limits** provided that such **Employee** is ordinarily resident within the **Geographical Limits**.

Exclusions

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. **Bodily Injury** to any **Employee** when the **Employee** is
 - (a) carried in or upon any motor vehicle
 - (b) entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

This exclusion shall not apply to **Bodily Injury** to any **Employee** who at the time the **Bodily Injury** occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided always that **You** are not entitled to indemnity under any other policy for such **Bodily Injury**.

Policy Cover

Section D - Tools Standard Plus Cover

This Section is not operative unless specific reference is made to it in the current Policy Schedule

(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)

Cover

We will indemnify You in respect of **Damage to Tools** occurring during the **Period of Insurance** and within the **Geographical 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 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 the greater

Basis of Settlement

The basis of settlement of any claim in respect of **Tools** shall be:

- (a) where a **Tool** is damaged, the cost of replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition immediately prior to the **Damage**
- (b) where a **Tool** is lost, destroyed or damaged beyond repair, the cost of its replacement by similar property in a condition as good as, but not better or more extensive than its condition immediately prior to the **Damage**.

Exclusions

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. indirect loss of any kind
2. **Damage to Tools** due or attributable to
 - (a) wear 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
3. **Damage** which is not traceable to an identifiable occurrence or which is caused by deception
4. **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 or violent entry to or exit from the motor vehicle trailer or room or box
5. **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
6. **Damage** to ladders generators transformers or any other equipment or **Tool** not designed to be applied directly to the work by hand
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment caused by theft or attempted theft from an unattended motor vehicle unless the vehicle is securely locked and the insured property is hidden from view
8. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment caused by programming or operator error, virus or similar mechanism or hacking, including where this results from the actions of malicious persons or thieves
9. **Damage to Tools** more specifically insured elsewhere
10. the amount of the excess stated on the **Schedule**.

Policy Cover

Section E - Goods in Transit

This Section is not operative unless specific reference is made to it in the current Policy Schedule

Cover

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 **Geographical Limits** and owned by or operated by You or under Your direct control.

Our liability shall not exceed **£2,000** in respect of any one occurrence.

Exclusions

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 from any unattended vehicle unless
 - (a) the vehicle is securely locked at all points of access
 - (b) between the hours of 7pm and 6am the vehicle is kept within a securely locked compound or building
3. **Damage** due to delay or any other indirect loss.

Policy Cover

Section F - Contract Works

This Section is not operative unless specific reference is made to it in the current Policy Schedule

Cover

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.

Clauses

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 Clause exceed the Sum Insured stated in the **Schedule**.

Debris Removal and Professional Fees

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

1. (a) removing debris
(b) dismantling and/ or demolishing
(c) shoring up propping and fencing off
(d) clearing and/or repairing drains and service mains on site
2. professional fees in connection with the reinstatement or repair of the **Contract Works** following **Damage** but not for preparing any claim.

Free Issue Materials

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

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.

Indemnity to Principal

We will indemnify the **Principal** as though they were **You** but only to the extent required by the conditions of the contract or agreement provided that

1. the **Principal** shall as though they were **You** observe fulfil and be subject to the terms conditions and exclusions of this Policy
2. **We** shall have the conduct and control of all claims.

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 Clause 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**.

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

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

Off Site Storage

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

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

1. 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
2. **Our** liability in respect of such additional costs shall not exceed 10% of the **Contract Price**.

Policy Cover

Section F - Contract Works

continued

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.

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

1. **Our** maximum liability under this Clause shall not exceed 10% of the purchase price of the property or **£10,000** whichever is the lesser
2. the property is not insured elsewhere
3. the purchaser observes the terms and conditions of this Policy.

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**.

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

1. the date such property is sold let or leased
2. 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 Clause 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.

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.

Exclusions

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. the amount of the excess stated on the **Schedule**
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 or 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** be occasioned 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

Policy Cover

Section F - Contract Works

continued

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**.

Policy Cover

Section G - Own Plant

This Section is not operative unless specific reference is made to it in the current Policy Schedule

Cover

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.

Clauses

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 Clause exceed the Sum Insured stated in the **Schedule**.

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.

Exclusions

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. the amount of the excess stated on the **Schedule**
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 or 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 or 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 or violent entry to or exit from the compound or building.

Policy Cover

Section H - Hired In Plant

This Section is not operative unless specific reference is made to it in the current Policy Schedule

Cover

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** in respect of any one item
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

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 Clause exceed the Sum Insured stated in the **Schedule**.

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

1. this Clause shall not apply in respect of hired in **Plant** for which a valid claim has not otherwise been admitted under this Policy
2. in respect of **Damage** **We** shall not be liable under this Clause for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
3. the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of plant of The Contractors' Plant Association
4. **Our** liability under this Clause 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.

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.

Exclusions

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. the amount of the excess stated on the **Schedule**
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 Clause
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 or 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 or 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 or violent entry to or exit from the compound or building.

How to make a claim

Claims Helpline 0333 207 0560

In the event of an incident occurring which may give rise to a claim under this Policy **You** should

1. Take all necessary and reasonable precautions and emergency action to prevent further Injury Loss or **Damage** occurring

Utilise the Helpline facility – see page 2 of this Policy

2. Immediately notify the Police following any loss or **Damage** by theft, attempted theft or malicious damage and obtain the Crime Reference Number

3. Notify Simply Business as soon as possible giving full details of the incident

Simply Business will

- (a) check the Policy cover to ascertain as far as practical at this stage that a valid claim exists
- (b) appoint a Loss Adjuster at their discretion

4. Send immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** or Simply Business's written consent

5. Retain all damaged property/salvage for inspection **You** may not however abandon any property or salvage to **Us** or Simply Business

6. Claim investigators acting on our behalf

- (a) enter any of the buildings where **Bodily Injury** or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
- (b) negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** or Simply Business deem appropriate
- (c) prosecute in **Your** name for **Our** own benefit any claim against any other person in respect of any amount paid or payable.

Your Business Insurance

Small Business Plus Policy

Covéa Insurance

Norman Place, Reading, RG1 8DA

Telephone: 0330 221 0444

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Covea Insurance plc

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