



ARGOGLOBAL SE

Contractors Indemnity Wording

2.1

CONTRACTORS COMBINED INDEMNITY INSURANCE POLICY

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This document sets out the standard terms and conditions on which the insurance provided under it is granted. It is to be read alongside the Certificate of Insurance issued to confirm the purchase of the Contract of Insurance to which this policy wording applies and the Schedule which will amongst other things identify applicable endorsements.

DEFINITIONS

ArgoGlobal has used clear English to set out the terms and conditions of this insurance. However, for the sake of clarity, certain expressions in this policy are subject to particular definitions which are set out below.

“ArgoGlobal” “AGSE” “We” “Us” “Our” “Company”

The insurer who has issued this policy to You, and their representatives from time to time (which may include their underwriting agents, their adjusters or solicitors and other professional advisers).

“Business”

The business as specified by the Policyholder in the Schedule and/or declared in the proposal form to ArgoGlobal.

“Employee”

Anyone working for You in connection with the Business, specifically a:

- 1 Person under a contract of service or apprenticeship with You or Your contractor.
- 2 Labour master and people supplied by him or her.
- 3 Person employed by labour-only sub-contractors.
- 4 Person hired from any company, firm or individual.
- 5 Voluntary committee member, trustee or other voluntary worker.
- 6 A trainee or person undertaking work experience.

“ArgoGlobal’s Discretion”

A discretion which is full, absolute and unfettered.

“Bodily Injury”

Physical or mental injury to the body, death, illness, or disease

“Legal Expenses”

Solicitors’ charges and disbursements incurred by You or in Your name with ArgoGlobal’s consent

“Period of Insurance”

The period of time over and during which incidents may occur that may require an indemnity payment under this policy

“Premium”

The full price payable by You for this policy

**“You”, or
“Policyholder” or “Insured”**

The person, firm or company to whom this policy has been issued, and “Your” and “Yourself” shall be construed accordingly

- “Schedule”** A document that ArgoGlobal will issue to You confirming which sections of the policy apply, and what particular conditions or endorsements (if any) additionally apply
- “Terrorism”** Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty’s government in the United Kingdom or any other government de jure or de facto In 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 consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You.
- “Works”** Whether permanent or temporary, materials incorporated or for incorporation therein, property in the Policyholder’s care, custody and control and any other property of whatsoever nature other than property insured under section 3 (b), the property of the Policyholder or for which the Policyholder is responsible whilst anywhere within the Territorial Limits, including all transits therein (other than transits by sea) in respect of any contract or work undertaken whether such contract or work was commenced during the Period of Insurance or otherwise, including liability arising under the maintenance provisions of such contract or work. Provided that ArgoGlobal shall be under no liability in respect of contracts originally scheduled to be of longer duration than three years (inclusive of the maintenance period).
- “Contractor’s Plant”** Plant, tools and equipment, demountable and temporary building and/or caravans, and/or other items of a like nature and materials and/or stores and, or any other property of whatsoever nature for use in connection therewith the property of the Policyholder or for which the Policyholder are responsible whilst anywhere within the Territorial Limits including all transits therein (other than transits by sea) in connection with the Works.
- “Territorial Limits”** Means within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands (to the exclusion of an offshore installation within the territorial waters around Great Britain, Northern Ireland, the Isle of Man and the Channel Islands).

Section 1

EMPLOYERS LIABILITY

ArgoGlobal will indemnify the Policyholder as stated in the Schedule for all sums which the Policyholder becomes legally liable to pay as damages (and claimant/third party legal costs) up to the Limits of Indemnity (as per Memorandum No. 15a) in respect of accidental Bodily Injury sustained by an Employee arising out of and in the course of his/her employment by or under a contract of service with the Policyholder in connection with the Business of the Policyholder as stated in the Schedule and occurring during the Period of Insurance as stated in the Schedule.

This indemnity extends to include liability for any hired or borrowed Employee for whom the Policyholder is responsible or for any other person who is under a contract of service with a contractor of the Policyholder and where the Policyholder in the course of the Business of the Policyholder has agreed to accept responsibility for the control of that person.

The indemnity provided shall only apply to Bodily Injury sustained within the Territorial Limits, or by Employees of the Policyholder during temporary visits outside the Territorial Limits.

In addition, ArgoGlobal will subject to General Memorandum 15 Pay Legal Expenses incurred by and in the Policyholder's name with at ArgoGlobal's Discretion the issued written consent of ArgoGlobal and associated with such legal liability to pay damages.

JURISDICTION CLAUSE

The indemnity provided by this Section shall apply only to judgements of first instance against the Policyholder in the Courts of Law of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands (excluding Employment Tribunals) and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The Premium for this Insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

EMPLOYERS LIABILITY COMPULSORY INSURANCE CLAUSE

The Policyholder shall repay to ArgoGlobal all and any sums without restriction paid by ArgoGlobal which ArgoGlobal would not have been liable to pay but for the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations in territorial waters around Great Britain and its Continental Shelf. The liability to repay arises at the time ArgoGlobal becomes liable to pay each and any of these sums.

EXCLUSION TO Section 1

This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

Section 2

PUBLIC LIABILITY

ArgoGlobal will indemnify the Policyholder as stated in the Schedule for all sums which the Policyholder becomes legally liable to pay as damages (and claimant/third party legal costs) up to the Limits of Indemnity (as per Memorandum No. 15b) in respect of accidental Bodily Injury to persons other than those in respect of whom indemnity is provided under Section 1 of this policy or accidental loss of or damage to tangible property in connection with the Business of the Policyholder as stated in the Schedule and occurring during the Period of Insurance as stated in the Schedule.

This indemnity extends to include liability:

1. arising out of the provision of any canteen, medical or welfare facilities provided by the Policyholder;
2. of the committees for the time being of any of the Policyholder's sports or social clubs including as though they were the Policyholder, the officers and/or members of any such club jointly or severally;
3. in respect of accidental obstruction, loss of amenities, trespass, nuisance, denial of access, stoppage of or interference with road, air or waterborne traffic or infringement of light easement.

The indemnity provided shall only apply to Bodily Injury and loss of or damage to tangible property sustained within the Territorial Limits, or during the course of temporary visits outside the Territorial Limits by Employees of the Policyholder.

In addition, ArgoGlobal will subject to General Memorandum 15 pay Legal Expenses incurred by and in the Policyholder's name at ArgoGlobal's Discretion and with the written consent of ArgoGlobal.

JURISDICTION CLAUSE

The indemnity provided by this Section shall apply only to judgements of first instance against the Policyholder in the Courts of Law of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands (excluding Employment Tribunals) and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The Premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

EXCLUSIONS to Section 2

Unless subject to express provisions by written endorsement to this policy, this indemnity does not provide any indemnity for any liability:-

1) Bodily Injury

for Bodily Injury sustained by any person arising out of and in the course of his/her employment by the Policyholder or to any person arising out of and in the course of his/her participation in the performance of a contract with the Policyholder the primary purpose of which is the provision of labour only;

2) Property damage

for loss or damage to property owned by the Policyholder or in the Policyholder's care, custody and control other than:-

a) Employees' property

b) premises (including contents thereof) not owned nor rented by the Policyholder but temporarily occupied by them for the purpose of work therein or thereon

c) premises leased or rented by the Policyholder provided that liability is not assumed by the Policyholder under agreement which would not have attached in the absence of such agreement;

d) parked motor vehicles of the Policyholder's Employees or of sub-contractors' employees or of visitors which for the purposes of this Insurance shall not be deemed to be in the care, custody or control of the Policyholder;

3) Motor vehicles

a) arising out of the ownership possession or used by the Policyholder of any motor vehicle or trailer for which compulsory insurance required by legislation other than that liability:

- i. caused by the use of any tool of plant forming part of or attached to or used in connection with any motor vehicle or trailer
- ii. arising beyond the confines of any carriageway or throughway by the loading or unloading of any motor vehicle or trailer
- iii. for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried on such vehicle or trailer
- iv. arising out of any motor vehicle or trailer temporarily in the Policyholder' as custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation applicable to the use of any motor vehicle or trailer

b) caused by the ownership or operation by or on behalf of the Policyholder of any waterborne craft or aircraft or railborne vehicle, other than railborne vehicles on site of the contract works;

4) **Contractual liability**

any contractual liability which attaches by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this section;

5) **Utilities and underground services**

for damage to telecommunications, gas suppliers, water authorities or companies, electrical authorities or companies, television or satellite underground services unless prior to the commencement of and for the duration of the works the Policyholder by themselves or their Employees has taken such steps as were reasonably practicable to comply with the New Roads & Street Works Act 1991 and its associated Code of Practice (or any subsequent amendments or replacements of similar effect), and HSG47 "Avoiding Danger from Underground Services" (or any subsequent revisions or replacements of similar effect), to include the making of enquiries with those authorities or companies regarding the location of their underground services and where practicable receiving a written response, and has kept and can produce a record of such compliance, and has advised the location of such underground services to those carrying out such works on the Policyholder's behalf;

6) **Pollution**

arising out of pollution or contamination of the atmosphere or of any water, land or other tangible property except to the extent that it can be proved that such pollution or contamination:-

a. was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance

b. was not a direct result of the Policyholder or any of Your employees failing to take reasonable precautions to prevent such pollution or contamination.

and that where such indemnity is provided it shall apply in the aggregate to a sum not exceeding the sum stated in the Schedule as the indemnity limit for this Section in respect of the Period of Insurance;

7) **Fire safety regulations**

arising out of or consequent on a fire caused in whole or in part by any act or omission of the Policyholder or any of his Employees where the Policyholder is not able to demonstrate by themselves or their Employees such steps were taken as were reasonably practicable to comply with the Fire Precautions (Workplace) Regulations 1997 (or any subsequent amendments or replacements of similar effect) or HSG 168 "Fire Safety in Construction" (or any subsequent revisions or replacements of similar effect);

8) **Professional services**

for professional advice, design or specification given by the Policyholder for a consideration;

9) **Trespass**

for trespass or nuisance where the act or omission that has caused such trespass or nuisance was intentional or reckless;

Section 3

ALL RISKS OF PHYSICAL LOSS AND DAMAGE

ArgoGlobal will indemnify the Policyholder as stated in the Schedule for all physical loss or damage of whatsoever nature sustained during the Period of Insurance up to the Limits of Indemnity (as per Memorandum No. 15c) to

1. The Works;
2. Contractors' Plant; or
3. Employees Effects, for which the Employees are responsible whilst anywhere within the Territorial Limits

The indemnity provided shall only apply within the Territorial Limits excluding any offshore installation within the territorial waters around the Territorial Limits and shall be limited to "like for like" replacement valuation. ArgoGlobal reserve the right on such occasions as they shall think fit to assume responsibility for arranging replacement of such property belonging to the Policyholder in the alternative to making a payment on a "like for like" replacement basis.

EXCLUSIONS to Section 3

No indemnity is provided hereunder in respect of:

1. **Consequential / economic loss**
any consequential and/or financial/economic loss, and loss of use, penalties for delay or non-completion;
2. **Aircraft and watercraft**
loss of or damage to:
 - i. Aircraft
 - ii. waterborne craft other than safety boats, non-self propelled craft or other craft up to 20 feet in length on or about the contract site;
3. **Motor vehicles**
loss of or damage to mechanically propelled vehicles other than:
 - i. vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site);
 - ii. other vehicles brought onto a site for use only on such site;
4. **Repair replacement and rectification costs**
the costs necessary to replace, repair or rectify any of the property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship, but this exclusion shall not apply to the remainder of the property insured which is free of such defective condition but is damaged as a consequence of such defect;

5. **Mechanical breakdown**

the cost of making good;

- i. mechanical or electrical breakdown or derangement

- ii. wear and tear and gradual deterioration

but this Exclusion shall be limited to the parts immediately affected and shall not apply to loss or damage arising in consequence thereof;

6. **Stock in trade**

stock and materials in trade, except under Section 3, All Risks, Paragraph 2(b) of the Operative Clause, whilst at any premises owned, leased or rented by the Policyholder other than property allocated for incorporation in specific works being or to be carried out by the Policyholder away from such premises;

7. **Money**

loss of or damage to cash, notes, postal and/or money orders, cheques, stamps or negotiable instruments of whatsoever nature or other securities for money;

8. **Damage to principal's property**

loss or damage to property insured by Section 3, All Risks of the Operative Clause arising out of the works being taken into use by any Principal with the consent of the Policyholder or their employers (except for testing and commissioning when applicable) unless the Policyholder shall give notice to ArgoGlobal as soon as possible and shall agree to pay such additional premium as ArgoGlobal may reasonably require;

This Exclusion shall not apply

- i. to use of any property as a show house;
- ii. during the period of 14 days from the date of issue by the Engineer of a Policy of Completion when a contract is subject to the standard conditions of contract of the Institute of Civil Engineers, or equivalent conditions of contract;

9. **Loss of property**

any loss by disappearance, including theft, or by shortage of Contractors' Plant tools and equipment, demountable and temporary buildings and/or caravans, and/or other items of a like nature and materials and/or stores and/or any other property of whatsoever nature for use in connection therewith, the property of the Policyholder or for which the Policyholder are responsible whilst within the Territorial Limits including all transits therein (other than transits by sea):

- a. If such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an event;

- b. where such disappearance or shortage dates from the insolvency of the Policyholder. For the purposes of this exclusion, insolvency shall be deemed to exist no later than from such date and for the duration of such period as the Policyholder becomes unable to pay its debts as they fall due or having an excess of liabilities

over assets. Insolvency for the purposes of this exclusion shall include, but is not limited to, the status of the Policyholder from the date of appointment by any government official, agency or court of any Receiver, Liquidator, Administrator or Trustee, or similar official to take control, supervise or manage such Receiver, Liquidator, Administrator, Trustee of the Policyholder;

10. **Contractual liability**

for contractually assumed liabilities which but for such contractual arrangements the Policyholder would not otherwise be liable unless such indemnity is requested of and is granted by ArgoGlobal by issuance of a written endorsement to the policy to that effect.

Section 4

PARTICULAR EXTENSIONS AND EXCLUSIONS

(applicable if stated in the Schedule)

All extensions are subject to the terms and conditions of this insurance unless otherwise stated.

1. Continuing Hire Charges

Cover under this insurance is extended to indemnify the Policyholder in respect of their legal liability for the payment of hiring charges in respect only of plant hired in by the Policyholder under CPA Conditions (as defined below) and the Scottish Plant Operators Association Conditions of Hire, and whilst such plant is out of use following loss or damage for which an indemnity is provided by Section 3 of this wording (or which would be provided thereunder but for the application of an Excess clause).

ArgoGlobal will not be liable under this extension for liability for a period longer than 6 months and liability for the first 72 hours such plant is out of use.

For the purposes of this extension, Exclusions 2 and 3 of Section 2 shall not apply.

2. Negligent Breakdown

When Plant is hired in by the Policyholder under the Model Conditions for the Hiring of Plant of the Construction Plant Hire Association ("CPA Conditions"), cover under Section 2 is extended to indemnify the Policyholder against legal liability under Clause 9(d) of such conditions for damage to such Plant by breakdown.

The indemnity provided by the extension will also apply to liability for damage by breakdown to Plant hired in by the Policyholder under conditions other than the CPA Conditions to the extent that the Policyholder would have been legally liable for such damage had the hire been subject to the CPA Conditions and in any event to an amount no greater than would have been the Policyholder's liability under the CPA Conditions.

ArgoGlobal will not be liable under this extension for liability for a period longer than 6 months and liability for the first 72 hours such plant is out of use

3. Immobilised Plant

In the event of construction plant and/or equipment becoming unintentionally immobilised as a result of adverse ground conditions, we will cover the necessarily incurred cost of recovery and/or withdrawal which shall be "damage" within Section 3, All Risks, of this wording.

No indemnity shall be provided in the following circumstances;

- a) for the cost of rectifying electrical and/or mechanical breakdown or derangement where such is the sole requirement necessary to effect the said recovery or withdrawal;
- b) all reasonable precautions were taken to prevent ground conditions being such that unintentional or accidental immobilisation is possible;
- c) damages caused to equipment as a result of the recovery process.

4. **Contingent Motor Liability**

It is hereby noted and agreed that Exclusion 3 of Section 2 will not apply to Bodily injury, loss or damage caused by any vehicle:

1. owned or being subject to purchase by a hire purchase agreement by any director or Employee of the Policyholder and being used by any director or Employee in the course of the Business; or
2. hired in with a driver by the Policyholder

Provided that:

- a. this extension will not provide indemnity to any director or Employee of the Policyholder;
- b. the Indemnity provided by this clause will not apply to legal liability:
 - i. for loss of or damage to such vehicle or to property conveyed therein;
 - ii. for Bodily injury, loss or damage arising whilst such vehicle is being driven with the general consent of the Policyholder (or the Policyholder's representative) by any person who to the knowledge of the Policyholder or of such representative 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;
 - iii. for Bodily injury, loss or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - a) the bringing of the load to such vehicle for loading thereon or,
 - b) the taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle;
 1. for loss of or damage to any bridge, viaduct or weighbridge or to any road or anything beneath by vibration or by weight of such vehicle or of the load carried by such vehicle;
 2. which has been incurred only by its having been accepted by agreement;
- c. the indemnity provided by this clause will not apply if at the time of the event giving rise to a claim under this clause there is any other existing insurance covering the same legal liability;
- d. the liability of ArgoGlobal under this clause in respect of any event shall not exceed the Limit of Indemnity stated in the Schedule under Section 2 of this wording.

Section 5

GENERAL EXCLUSIONS

(to all Sections unless otherwise stated)

There is no indemnity under this insurance for liability:

1. **War and radiation**
 - a) directly or indirectly occasioned by happening through or in consequence of war invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition
 - b) directly or indirectly caused by or arising from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
2. **Pressure waves caused by aerial devices**

for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
3. **Specified construction activities**

for any claim arising in connection with:-

 - i. any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by Employees in the direct service of the Policyholder when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Policyholder
 - ii. the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines
 - iii. pile driving, tunneling or quarrying
 - iv. the use of explosives for any purpose, other than in respect of 'Hilti Guns' or similar equipment which operates by use of a small explosive charge
 - v. handling disturbing and/or stripping out of or exposure to asbestos and/or any other substance or compound that incorporates asbestos which is subject to the Asbestos Licensing Regulations as defined in the Health and Safety Commission Approved Code of Practice entitled "Managing and Working with Asbestos (Control of Asbestos Regulations 2012) – Approved Code of Practice" and any subsequent replacing legislation or Code of Practice, but this exclusion shall not operate in respect of surprise discovery or the handling by a bona

vide sub-contractor of such asbestos during contract works providing that upon the Policyholder becoming aware all work on the area is immediately halted and access restricted until discovery is tested and confirmed then sub-contracted to licensed asbestos removal contractors

vi. erection, striking or use of scaffolding equipment for any purpose unless the Business description of the Policyholder in the Schedule expressly acknowledges scaffolding activities;

4. Aggravated or exemplary damages

for any aggravated or exemplary damages;

5. Bodily injury

for Bodily Injury or loss of or damage to tangible property willfully or deliberately caused by the Policyholder or any Employee of the Policyholder;

6. Sanctions

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

7. Fines and penalties

ArgoGlobal shall not be liable for any Taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages or the consequences of non-payment of any additional damages under *Section 97(2) of the Copyright, Design and Patents Act 1988* or any statutory successor to that section or any claim deemed uninsurable by law, or any payments raised under the *Health and Safety (Fees) Regulations 2012* relating to 'fees for intervention'.

8. Cyber liability

Liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of data resulting directly or indirectly from or in connection with:

- (i) Virus or Similar Mechanism,
- (ii) Denial of Service Attack,
- (iii) unauthorised access to or use of Computer and Electronic Equipment,
- (iv) the failure of any equipment to correctly recognise the date or change of date.

The following definitions are relevant to this exclusion;

Virus or Similar Mechanism means program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

Denial of Service Attack means any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

Computer and Electronic Equipment means all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

9. In respect of Sections 2 and 3 only

liquidated damages clauses, penalty clauses or performance warranties unless it can be demonstrated that liability would have attached notwithstanding such clauses or warranties.

10. Advertising injury

Liability arising out of libel, slander or defamation any infringement of copyright or of title or of slogan, piracy or unfair competition or idea, misappropriation under an implied contract, any invasion of right of privacy.

11. Costs of recall or guarantee

Expenditure, whether incurred by the Policyholder or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any product or part (or any other product or part of which Your product forms, or is intended to form, a part or ingredient) and/or financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement.

12. Employment practices disputes

Liability which arises out of employment practice disputes directly or indirectly related to employment or prospective employment of any person or persons by you including but not limited to:

- a. wrongful unfair or constructive dismissal;
- b. denial of natural justice, defamation, misleading representation or advertising;
- c. refusal to employ a suitably qualified applicant or failure to promote;
- d. coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment or discrimination.

13. Mildew mould spore(s) or allergens

Liability directly or indirectly occasioned by, arising out of any fungus of any kind whatsoever, including but not limited to; mildew, mould, spore(s) or allergens; or any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or any obligations

or duty to defend any actions directly or indirectly occasioned by, arising out of any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

14. North American Jurisdiction

Liability in respect of any judgment, award, payment, defence costs or settlement delivered, made or incurred within countries which operate under the laws of North America (or any order made anywhere in the world to enforce such judgment, award, payment, defence costs or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

15. Overseas operations

Any liability for Your subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the United Kingdom.

16. Prior knowledge

Any liability under this policy in respect of any;

- a. Claims or losses (including Legal Expenses) first made, threatened or intimated against the Policyholder prior to the Period of Insurance;
- b. Circumstances of which the Policyholder first became aware prior to the Period of Insurance or which the Policyholder ought reasonably to have been aware of prior to the Period of Insurance which may give rise to a liability under this policy and which was known or ought to have been known to the Policyholder prior to the Period of Insurance.

17. Products liability

for claims arising out of goods or products sold or supplied by the Policyholder.

Where such indemnity is written back into the policy by endorsement (and unless the endorsement specifies otherwise) the Limit of Indemnity for all such claims is the indemnity limit specified in the Schedule and also in the aggregate for the Period of Insurance.

18. Tobacco products

Any Bodily Injury caused as a result of the use or consumption of tobacco products.

19. Statutory defence costs

Liability for Legal Expenses arising out of or in respect of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide.

Section 6

GENERAL MEMORANDA

(Applicable to all Sections of the Policy)

1. Professional Fees

Section 3 includes cover for architects, surveyors, consulting engineers and other professional fees necessarily incurred in connection with the reinstatement of loss or damage insured thereunder.

Provided that:

- a) such professional fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the damage, and shall be incurred with ArgoGlobal's prior written consent;
- b) ArgoGlobal shall not provide indemnity against any fees incurred in preparing or pursuing any claim.

2. Debris Removal

Section 3 includes cover for costs and expenses necessarily incurred in respect of removal of debris, dismantling, demolition (including off site storage), shoring, propping and clearance of drains and sewers following loss or damage where ArgoGlobal has admitted liability.

ArgoGlobal shall not be liable for any claim in excess of £25,000 or 20% (twenty per cent) of the Limit of Liability in respect of this Section, whichever is the lower.

3. Speculative Housing

In the event of speculative housing being completed but unsold, cover under Section 3 of this wording shall continue for a period of twelve months from the date of practical completion but ArgoGlobal's liability shall not exceed that stated under Section 3.

4. Non-Renewal

In the event of non-renewal of this Insurance and subject to the Policyholder giving notice to ArgoGlobal prior to expiry of its intention to avail itself of the following provisions, this insurance shall continue in force in respect of contracts or work commenced prior to expiry until completion thereof, provided that the Policyholder shall agree to pay such additional Premium as ArgoGlobal may require.

5. Plans

The property insured by Item a) of Section 3 shall be deemed to extend to include plans and specifications or other contract documentation of the works or temporary works but only for the cost of reproducing such plans, specifications and documentation.

6. New Activities And/Or Subsidiaries

Subject to all other terms, conditions and exclusions, this Insurance is automatically extended to cover new or intended activities, any firm or subsidiary acquired or created by You during the Period of Insurance for a period of 60 days, provided that:

- a. In the 12 month period immediately preceding an acquired firm's acquisition, its fee income did not exceed 15% of Your declared fee income/turnover for the last financial year
- b. The new activities, or activities of an acquired firm are of a similar type as those undertaken by You
- c. In the 5 year period immediately preceding the acquisition, the acquired firm has had no claim or loss of the nature covered by this insurance and has not been aware of circumstances which may give rise to a claim or loss of the nature covered by this insurance
- d. You have undertaken due diligence prior to any such acquisition and that the due diligence exercise has not identified any potential liabilities which could result in a claim under this insurance
- e. An acquired firm is both incorporated in the United Kingdom and carries on all its business activities outside of the United States of America or Canada.

The cover provided under this extension will only be given for any legal liability occurring after the date of the acquisition or creation or new activity, unless specifically agreed by ArgoGlobal. Any further cover provided by ArgoGlobal beyond the 60 days above shall be on terms as specifically agreed by ArgoGlobal on receipt of full details of the acquisition.

7. Clause 21.2.1. (1980 Edition) of J.C.T. Conditions and Clause 19(2) (A) (1963 Edition) of R.I.B.A. Conditions or Similar

Indemnity under this insurance will only be available in relation to any such liabilities when expressly requested of ArgoGlobal, and that in consequence of such request ArgoGlobal have expressly agreed to provide it.

Subject to the foregoing and unless directed otherwise by ArgoGlobal, and when so required by Clause 21.2.1. (1980 Edition) of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or Clause 19(2) (A) (1963 Edition) of the Standard Form of Building Contract issued by the Royal Institute of British Architects or other similar Clauses, Section 2 of this wording shall be extended to indemnify the Policyholder in respect of

- a. any loss or expense which the Employer may incur or sustain by reason of loss or damage to any property belonging to the Employer, or for which the Employer is responsible;
- b. the legal liability of the Policyholder for loss of or damage to other property

Provided that

(a) to the extent that such insurance is required by that clause, provided that such loss or damage arises out of or in the course of or by reason of the carrying out of such contract or work. Unless directed otherwise by ArgoGlobal, the Policyholder shall declare the number

and value of such contracts to ArgoGlobal at the expiry of the Period of Insurance and shall pay the additional Premium applicable thereto.

(b) ArgoGlobal's liability shall not exceed in the aggregate for the period of each contract the amount specified in the Schedule as applicable to this endorsement

(c) the amount payable by ArgoGlobal in the aggregate for the period of each contract shall be reduced by the Excess amount specified in the Schedule

(d) ArgoGlobal shall not be liable for any loss or damage;

- i. caused by the negligence omission or default of the Policyholder, its servants or agents or of any sub-contractor his servants or agents
- ii attributable to errors or omissions in the design of the contract works
- iii which is at the risk of the Principal under Clause 22B or Clause 22C of the JCT Standard Form of Building Contract 1980 Edition or under Clause 20(B) or Clause 20(C) of the RIBA Conditions of Contract 1963 Edition (July 1971 or later Revision)
- iv to any of the Works or any material or plant in use by the Policyholder or their sub-contractors in connection therewith.

For the purpose of this extension (where granted), the Period(s) of Insurance shall be stipulated by ArgoGlobal.

8. Additional Interest

Subject to ArgoGlobal's prior written consent, this insurance duly notes the interest of any Bank, Finance Company, Building Society and any other institution or concern that have a financial interest in the property covered by this insurance including plant owners to the extent required by hire conditions.

9. Terrorism

Indemnity under this insurance for claims for loss, destruction or damage to property by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism will only be available where such loss, destruction or damage has occurred in the United Kingdom, and that all such claims for indemnity under this insurance will be subject to an indemnity limit of £100,000 in the aggregate for the Period of Insurance.

10. Consequential Loss

Indemnity under this insurance for any consequential and/or financial/economic loss and loss of use claims will be subject to an indemnity limit of £500,000 in the aggregate for the Period of Insurance.

11. Legal Expenses

ArgoGlobal will pay any Legal Expenses incurred by the Policyholder with ArgoGlobal's prior written consent within the Territorial Limits:

- a. for representation of the Policyholder or any of the Policyholder's Employees at a Coroner's Inquest or Fatal Accident Inquiry;
- b. incurred by the Policyholder arising out of any prosecution of the Policyholder for breach or alleged breach of the Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act, limited to prosecutions under Section 33 (1)(a) to (c) of the Act or similar duty imposed in legislation in Northern Ireland, the Isle of Man or the Channel Islands
- c. incurred by the Policyholder arising out of any prosecution of the Policyholder for breach or alleged breach of Construction Design and Management Regulations 2015 or replacing legislation.

The Indemnity so provided shall be limited to £15,000 in respect of any one originating cause and £100,000 in the aggregate in respect of any one Period of Insurance.

12. Principals Indemnity Clause

At ArgoGlobal's discretion, where the Policyholder so requests and ArgoGlobal agrees, ArgoGlobal will indemnify any Principal of the Policyholder but only ever to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Policyholder. Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule.

13. Excess and Legal Expenses/VAT Clause

Where an Excess is stated in the Schedule the Policyholder shall be responsible for the first amount so specified. It is a condition precedent to ArgoGlobal's liability to indemnify that an applicable Excess is immediately payable as and when ArgoGlobal call for it to be paid.

Where ArgoGlobal are indemnifying Your Legal Expenses, where You are registered for VAT purposes it is a condition precedent to ArgoGlobal's liability to indemnify that You will promptly pay the VAT on any solicitors' invoice you receive for work carried out or disbursement incurred by those solicitors.

14. Cross Liability Clause

It is hereby declared and agreed that where more than one party is named in the Schedule as the Policyholder, cover shall apply as though individual insurances have been issued to each party provided always that ArgoGlobal's total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity.

15. a) Limits of Indemnity (applicable to Section 1 only)

The liability of ArgoGlobal for all sums payable under this Insurance (including Legal Expenses) shall not exceed the Limit of Indemnity stated in the Schedule which shall apply in respect of or arising out of any one occurrence or series of occurrences arising out of one originating cause, but in respect of Bodily Injury sustained, Legal Expenses will be payable in addition to the Limit of Indemnity.

b) Limits of Indemnity (applicable to Section 2 only)

The liability of ArgoGlobal under this Insurance for all claims made against the Policyholder in respect of or arising out of any one accident or series of accidents arising out of any originating cause shall not exceed the Limits of Indemnity stated in the Schedule but ArgoGlobal will in addition in the event of their requiring any claim to be contested by the Policyholder pay Legal Expenses incurred with their written consent in connection therewith subject nevertheless to the following conditions.

If it is agreed or adjudged that a payment exceeding the Limits of Indemnity stated in the Schedule is required to compromise a claim, the liability of ArgoGlobal to pay Legal Expenses in connection therewith shall be limited to such proportion of the said Legal Expenses as the Limits of Indemnity bear to the amount required to be paid to dispose of a claim.

c) Limits of Indemnity (applicable to Section 3 only)

The liability of ArgoGlobal under this Insurance in respect of each and every loss shall be limited to the amount stated in the Schedule.

16. Offshore Definition

It is understood and agreed that for the purpose of this insurance a Policyholder's Employees shall be deemed to be on an offshore installation as from the time when they embark onto a conveyance at the point of final departure to an offshore rig or offshore platform. All such Employees shall continue to be deemed to be Offshore until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform.

17. Employees Effects Definition

It is understood and agreed that for the purpose of this insurance the Policyholder's Employees Effects shall include loss of or damage to tools, clothing and personal effects belonging to any

- a) Director or employer of the Policyholder
- b) Clerk of Works, Resident Engineer or his employee.

18. ArgoGlobal's Entitlement to pay their Limit of Indemnity

ArgoGlobal may at any time pay to the Policyholder in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made ArgoGlobal shall relinquish conduct and control of and be under no further liability in connection with such claims.

Section 7

GENERAL CONDITIONS

These General Conditions apply to all Sections of this Policy.

1. Adjustment of Premium

- i. If any of the Premium for this insurance has been calculated on financial estimates and other declarations furnished by You, then You shall keep accurate records containing all particulars relative thereto and shall at all times allow ArgoGlobal immediate access to such records on request.
- ii. You shall within three months from the expiry of each Period of Insurance furnish such particulars to ArgoGlobal as ArgoGlobal may request to check the accuracy of such estimates or other declarations and the premium for such period shall thereupon be adjusted and the difference shall be paid by or allowed to You as the case may be (subject to any minimum premium required).
- iii. ArgoGlobal reserves the right to request that You supply an auditor's certificate with such calculations that are the subject of adjustment under this Certificate attesting to the accuracy thereof. Such calculations shall include all remuneration paid to employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed. Such rights reserved to ArgoGlobal are without prejudice to their rights and remedies available for material misrepresentation.

2. Claims Procedure

It is a condition precedent to liability that:

- i. You will give notice as soon as reasonably practicable to ArgoGlobal of and on the happening of any event that may conceivably give rise to a claim under this insurance and shall give all such additional information as ArgoGlobal may require. Every letter of claim, writ, summons or process and all documents relating thereto and other written notification of claim shall be forwarded unanswered to ArgoGlobal immediately they are received;
- ii. You will at all times, in addition to Your obligations set out above, by Yourself and Your employees co-operate fulsomely with ArgoGlobal and provide promptly such further information as and when requested by ArgoGlobal, to such an extent as is required to allow ArgoGlobal to be able to comply with such relevant Civil Procedure Rules, Practice Directions and Pre-Action Protocols (and the time limits specified for such compliance) as may be issued and approved from time to time by the Head of Civil Justice or the Ministry of Justice, and in any event to allow ArgoGlobal to always manage and discharge promptly and efficiently any of its rights, obligations or entitlements under this Policy. This obligation on Your part to inform and co-operate continues until such time as any claim under this Policy arising from the incident notified in accordance with this Claims Procedure is finally determined, including to appeal;

- iii. You must make no admission, offer, promise or payment without ArgoGlobal's written consent. ArgoGlobal shall at its full unfettered and absolute discretion be entitled to take over and conduct in Your name the defence or settlement of any claim and which will include an assumed authority on Your part to ArgoGlobal to issue a formal admission of breach of duty for the purposes of any such claim, should and whenever ArgoGlobal consider it appropriate to do so. ArgoGlobal shall at its full unfettered and absolute discretion be entitled to prosecute in Your name for their own benefit any claim for indemnity or damages or otherwise. ArgoGlobal shall have full unfettered and absolute discretion in the conduct of any proceedings and in the settlement of any claim
- iv. In relation to any claim that is or may be capable of settlement within the value of any applicable Excess:
 - i. You are required to keep in compliance with the Claims Procedure in 2 i) to iii) above
 - ii. You agree to allow ArgoGlobal, at their option, to appoint loss adjusters and/or solicitors to handle and settle such claims within the terms of 2 iii) above at any time during the currency of the claim and that the Policyholder will be responsible in the first instance for payment of such adjusters/solicitors charges and which liability will include any disbursements incurred by those adjusters/solicitors
 - iii. If ArgoGlobal declines to take over the conduct of the claim under 2 iii) above, You will properly, diligently and prudently manage and/or settle the claim in a manner which takes into account ArgoGlobal's best interests, and You will keep ArgoGlobal fully and promptly informed of any fact or development that may, if known by ArgoGlobal, cause them to take the reasonable view the risk of the applicable excess being exceeded was more than fanciful.

3. Reasonable Precautions

It is a condition precedent to ArgoGlobal's liability that You will have taken all reasonable steps to prevent such bodily injury, loss or damage as may become the subject of a claim for indemnity or payment under this policy.

4. Fair Presentation

- 1.** Before this policy is entered into, You must make a fair presentation of the risk to us, in accordance with Section 3 of the Insurance Act 2015. In summary, You must:
 - a) Disclose to us every material circumstance which You know or ought to know. Failing that, You must give us sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including Premium);
 - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
- 2.** For the purposes of clause (1)(a) above, You are expected to know the following:
 - a) If You are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If You are not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.

- c) Whether You are an individual or not, what should reasonably have been revealed by a reasonable search of information available to You. The information may be held within Your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If You are insuring subsidiaries, affiliates or other parties, we expect that You will have included them in its enquiries, and that You will inform us if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.
3. If, prior to entering into this policy, You shall breach the duty of fair presentation, the remedies available to us are set out below.
- a) If Your breach of the duty of fair presentation is deliberate or reckless:
- i) We may avoid the policy, and refuse to pay all claims; and,
- ii) We need not return any of the Premiums paid.
- b) If Your breach of the duty of fair presentation is not deliberate or reckless, our remedy shall depend upon what we would have done if You had complied with the duty of fair presentation:
- i) If we would not have entered into the policy at all, we may avoid the policy and refuse all claims, but must return the Premiums paid.
- ii) If we would have entered into the policy, but on different terms (other than terms relating to the Premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if we so require.
- iii) In addition, if we would have entered into the policy, but would have charged a higher Premium, we may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, we shall pay only X% of what we would otherwise have been required to pay, where $X = (\text{Premium actually charged/higher Premium}) \times 100$.
4. If, prior to entering into a variation to this policy, You shall breach the duty of fair presentation, the remedies available to us are set out below.
- a) If Your breach of the duty of fair presentation is deliberate or reckless:
- i) We may by notice to You treat the policy as having been terminated from the time when the variation was concluded; and,
- ii) We need not return any of the Premiums paid.
- b) If Your breach of the duty of fair presentation is not deliberate or reckless, our remedy shall depend upon what we would have done if You had complied with the duty of fair presentation:
- i) If we would not have agreed to the variation at all, we may treat the policy as if the variation was never made, but must in that event return any extra Premium paid.
- ii) If we would have agreed to the variation to the policy, but on different terms (other than terms relating to the Premium), the variation is to be treated as if it had been entered into on those different terms, if we so require.
- iii) If we would have increased the Premium by more than it did or at all, then we may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, we shall pay only X% of what we would otherwise have been required to pay, where $X = (\text{Premium actually charged/higher Premium}) \times 100$.
- iv) If we would not have reduced the Premium as much as it did or at all, then we may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, we shall pay only X% of what we would otherwise have been required to pay, where $X = (\text{Premium actually charged/reduced total Premium}) \times 100$.

5. Data Protection Act 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

6. Employers' Liability Tracing Office Notice

Certain information relating to your insurance certificate or policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by you that the above named information provided to us will be processed by us, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

5. Alterations in Risk

It is a condition precedent to ArgoGlobal's liability that You are required to notify ArgoGlobal of all material facts or alterations in the risk which come to Your knowledge or arise during the currency of this insurance as and when they come to your knowledge. The duty includes but is not limited to the obligation to immediately advise ArgoGlobal of the date of Your entry into a state of insolvency as provided for and defined in Exclusion 9 in Section 3 of this wording, and of any material alterations to or developments in that status. You will at all times immediately and/or on request from and on behalf of ArgoGlobal make available to the ArgoGlobal such trading information or documentation for inspection as ArgoGlobal may require in relation to Your business and which is subject to this insurance, to such extent as is necessary to satisfy ArgoGlobal as to the continuing solvency of the Policyholder at any time. In the event of a failure on Your part to make available such trading information or documentation for inspection when requested to do so (and by any deadline ArgoGlobal may at their complete discretion stipulate for doing so) ArgoGlobal may at their unfettered discretion and election assume that insolvency on Your part has occurred on a date no later than the date of the ArgoGlobal request and that You have failed to comply with the notification and/or inspection provisions of this General Condition.

6. Other Insurance

If any claim covered by this Insurance is also covered in whole or in part by any other insurance the liability of ArgoGlobal shall apply excess of and not as contributory with such other insurance.

7. Fraudulent Claims

1) If You make a fraudulent claim under this insurance contract, ArgoGlobal:

- a) Is not liable to pay the claim; and
- b) May recover from You any sums paid by the Insurer in respect of the claim; and
- c) May by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If ArgoGlobal exercises its right under clause (1)(c) above:

- a) The Insurer shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) ArgoGlobal need not return any of the Premiums paid.

8. Cancellation Clause

a) Cancellation rights of the Insured

- i. This policy may be cancelled by the Insured within 14 days of receipt of the Policy - which is known as the 'cooling off period'. If You choose to cancel during this period You must return all policy documentation to Your broker - who must then in turn return such documentation to ArgoGlobal and a full refund will be paid to You.
However, if a claim has been made or an incident notified that could give rise to a claim during the 'cooling off period then the Policy will be treated by ArgoGlobal as being in force and as such no return of premium will be made.
- ii The Insured may cancel after 14 days and a pro rata refund of premium will be made provided You have not made a claim or notified an incident.

b) Cancellation rights of ArgoGlobal

- i. The Insurer may cancel this Policy (or any individual Section) at any time by giving a minimum of 30 days' notice to the Insured at Your last known address.
- ii. If the Insurer cancels the Policy then You are entitled to a proportionate refund of premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified that could give rise to a claim during the Period of Insurance when no refund of premium would be made.

9. Disputes Clause

Any dispute concerning the interpretation of the terms, conditions, limitations or exclusions contained herein is understood and agreed by both You and ArgoGlobal to be subject of English law. Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. ArgoGlobal may direct such dispute be referred to mediation in which event You and ArgoGlobal will share equally the costs of the mediation, and which will include (if such mediation does not settle the dispute) an invitation to the mediator to issue a non-binding determination.

10. Contracts (Rights of Third Parties) Act 1999

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

Claims and Complaints Procedure

How to Make a Claim

In the event of a claim please contact us directly, addressing all correspondence to:

The Claims Manager
ArgoGlobal Exchequer
Court
33 St. Mary Axe
London
EC3A 8AA

You must not settle, reject, negotiate or agree to pay any claim without ArgoGlobal's written permission.

How to Complain

If you wish to lodge a complaint regarding the selling of your insurance policy your first step is to contact your broker. Your broker is authorised and regulated by the Financial Conduct Authority (FCA) and will follow the FCA guidelines for complaint handling and the steps to follow will be set out in their website.

At any time after following the complaint procedure with your broker you can contact the:

UK Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 08450 801 800

Fax: 02079641001

E-mail: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

ArgoGlobal SE is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation is available from the FSCS at www.fscs.org.uk or alternatively you can telephone them on 0800 678 1100 or 0207 741 4100.