Tradesmen Insurance

Policy wording

December 2013

redefining / standards

AXA

Contents

Defined terms are **highlighted in bold blue** ▸ *see page 4 and the start of each section of cover for their meanings*

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

This **policy** is a contract of insurance between **you** and **us**.

The information, or any declaration, which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy**, forms the basis of the contract.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The **policy** wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and the section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on page 6 under the Claims notification condition and Claims procedure condition under Policy conditions.

Please contact **your** insurance adviser who will help **us** deal with **your** claim quickly and fairly.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 42 of the **policy**.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under each section.

Business

Business, described in **your** schedule including

1. providing and managing amenities for the benefit and welfare of **employed persons**
2. repairing, maintaining and decorating property or premises owned, leased, hired or rented by the business
3. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
4. maintaining and repairing vehicles and machinery owned, leased, hired or rented by the business
5. private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
6. the sale or disposal of business assets.

Employed person(s)

Anyone

1. under a contract of service or apprenticeship with **you**
2. who is
   - **a** employed by **you** or for **you** on a labour only basis
   - **b** self employed
   - **c** hired to **you** or borrowed by **you** from another employer
   - **d** a voluntary helper or taking part in a work experience or training scheme

   and under **your** control or supervision.

Excess

First amount of a claim or claims, for which **you** are responsible.

Period of insurance

Period from the start date to the expiry date shown in **your** schedule.

Policy

Policy and schedule and any endorsements attached or issued.

Policy territories

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

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

We/us/our

AXA Insurance UK plc.

You/your/yourself

Person(s), firm, company or organisation shown in your schedule as the insured.

Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There are additional conditions under each section of cover. If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a claim.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Basis of rating condition

This **policy** is agreed specifically on the basis that **you** have declared and will continue to declare the total number of directors, partners or **employed persons** working in connection with the **business** and that this will not exceed eight persons. The premium is based on the total number of persons, declared by **you** and shown in **your** schedule.

1. **You** must tell **us** as soon as possible if this number changes. **You** must pay an extra premium or **we** will make a refund for the remaining **period of insurance**, based on **our** normal rates applicable at that time. If **you** request a change in the number of **employed persons** to more than eight persons, **we** will then cancel this **policy** in accordance with the Cancellation condition.
2. In the event that a claim arises and **you** have not told **us** of a change in the number of **employed persons, we** will not refuse to deal with **your** claim solely on these grounds, so long as
   - a the total number of directors, partners and **employed persons** does not exceed eight persons
   - b **you** pay an extra premium, equal to the premium that would have been charged, had **you** declared the correct number of people during each **period of insurance**.

Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
2. **You** may also cancel this **policy** at any time if the **business** is sold by **you** or **you** cease trading.
3. **We** can cancel the **policy**
   - a by giving **you** 30 days written notice if
     - i there is a material change in **your business**
     - ii the information that forms the basis of this contract changes
     - iii following a survey at any of **your** premises or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time, advised by **us**
   - b immediately, if the premium has not been paid.

Where the **policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible of any change in circumstances or alteration to the risk during the **period of insurance** which may affect this insurance. If **you** do not comply with this condition **we** have the right to refuse to pay **your** claim.

We do not have to accept any request to change **your** cover. If **we** accept any change to the cover, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

1. as soon as practical
   - a give **us** notice of any circumstances which might lead to a claim under this **policy**
   - b give **us** all the information **we** request
2. immediately
   - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
   - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
   - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

If **you** do not comply with this condition **we** have the right to refuse to pay **your** claim.

Claims procedures condition

1. **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
2. At **your** expense **you** must provide **us** with
   - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
   - b any assistance to enable **us** to settle or defend a claim
   - c details of any relevant other insurances.
3. **You** must not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.

 Defined terms are **highlighted in bold blue** ▸ *see page 4 and the start of each section of cover for their meanings*

4 Following a claim **you** must allow **us** or anyone authorised by **us**
   a access to premises
   b to take possession of, or request delivery to **us** of any property insured.

5 **You** must not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

If **you** do not comply with this condition **we** have the right to refuse to pay **your** claim.

Fraud condition

If **you** or anyone acting for **you**:

1 knowingly makes a fraudulent or exaggerated claim under **your policy**;

2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or

3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will

   a refuse to pay the claim;
   b declare the **policy** void, treating it as if it had never existed without any refund of premium; and
   c recover any sums that **we** have already paid under the **policy** in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Law applicable condition

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Misrepresentation and non-disclosure condition

The contract of insurance is formed on the reliance of information which **you** provide to **us**. **You** must

1 disclose all information relevant to this insurance

2 not make any statement which is incorrect.

If **you** fail to disclose information relevant to this insurance or make any statement which is incorrect **we** will, at **our** option, either

1 make the **policy** void from the date the contract was formed

2 refuse to pay **your** claim.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1 a proportionate share of the claim

or

2 an amount beyond that which is or would be payable under the other policy.

Reasonable care condition

You must take reasonable steps to

1 prevent or protect against injury, loss or damage

2 keep anything insured in good condition and in full working order

3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us, you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

If **you** do not comply with this condition **you** may not receive payment in respect of a claim.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

1 the defence or settlement of any claim

2 steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights under this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

 Defined terms are **highlighted in bold blue** ▸ *see page 4 and the start of each section of cover for their meanings*

Public liability section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Additional persons insured

1 The personal representative of any deceased person entitled to the cover provided by this section.

2 At **your** request

- **a** any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
- **b** any director or **employed person** of **yours** in connection with the **business**
- **c** any officer or member whilst undertaking their duties in connection with **your**
  - **i** canteen, sports, social, educational or welfare organisations
  - **ii** fire, security, first aid, medical or ambulance services
- **d** any director or officer of **yours** for whom private work is undertaken by any **employed person,** with **your** prior consent.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hazardous locations

1 aircraft

2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access

3 watercraft

4 railways or railway installations

5 docks or harbours

6 quarries, mines or collieries

7 chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities

8 power stations or nuclear plant

9 bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples.

Hot work

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or **bodily injury** directly or indirectly caused by the pollution or contamination.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation enacted within the **policy territories**.

✔ What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental

1. **bodily injury** to any person
2. loss of or damage to material property
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring during the **period of insurance** in connection with the **business**.

Claims costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £250 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental

1. **bodily injury**
2. loss of or damage to material property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

- a. the use by an **employed person** of their own motor vehicle within the European Union
- b. the movement of any motor vehicle, not owned by, or provided by **you,** or an **employed person** that is preventing access to, or

causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not make any payment

- **i** loss of or damage to any motor vehicle referred to in **a** or **b** above
- **ii** unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- **iii** where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

Data Protection cover

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will cover **you** as a result of **your** legal liability to pay compensation for damage or distress occurring during the **period of insurance** in the course of the **business**.

We will not cover

1. recording or providing information for reward or for working out the financial status of any person
2. a deliberate act or failure.

The maximum amount **we** will pay in total during any one **period of insurance** is £250,000.

Defective premises Act cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover loss of or damage to the land or premises disposed of, or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability for which **you** are covered under any other insurance policy.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs**, and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of implementing any remedial order or publicity order
3. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
4. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
5. costs and expenses insured by any other policy
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

At **your** request, **we** will pay the amount of damages for which any of **your** directors, partners or **employed persons** or their spouse or children are liable by law and **claim costs**, as a result of accidental

1. **bodily injury**
2. loss of or damage to material property, not owned by or held in trust by **you** or them, or in **your** or their custody or control

occurring during the **period of insurance,** incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

a. arising out of the ownership or occupation of land or buildings
b. where cover is provided under any other insurance
c. in circumstances which a **policy** or section exclusion applies.

Safety legislation costs cover

We will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **safety legislation costs**, and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4. costs and expenses insured by any other policy
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less then 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of persons shown in **your** schedule.

 Defined terms are **highlighted in bold blue** ▸ *see page 4 and the start of each section of cover for their meanings*

Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

1. **pollution and contamination** and/or
2. **terrorist act**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

We will pay **claim costs** in addition to the **limit of indemnity**.

As a result of any claim or claims **we** may at any time, pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment, except for **claim costs** incurred before the date of the claim payment.

X What is not covered

Aircraft and watercraft exclusion

We will not cover legal liability arising from **you** owning, possessing or using any

1. aircraft
2. watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by

1. inhalation or ingestion of **asbestos**
2. exposure to or fear of the consequences of exposure to **asbestos**
3. the presence of **asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover **contractual liability**, liquidated damages or any contractual fines or amounts payable under penalty clauses.

Damage to goods supplied, own or completed works exclusion

We will not cover loss of or damage to goods or materials supplied or for use by **you**, or any work, process or other operation that **you** or anyone on **your** behalf are carrying out or have completed. This exclusion will not apply to goods or materials or any work, process or other operation previously supplied, used, carried out or completed under a separate contract.

Design and advice exclusion

We will not cover legal liability arising from advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee.

Electronic data exclusion

We will not cover legal liability caused by or arising from

1. authorised or unauthorised transmission of **electronic data**
2. the content of any website, **your** email, intranet or extranet
3. loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality, failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or damage to property and this will apply to each **event**.

Foreign manual work exclusion

We will not cover legal liability arising out of manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for a period or periods of up to 180 days in total, during any one **period of insurance**.

Hazardous locations exclusion

We will not cover legal liability arising in connection with any work in, or on **hazardous locations**.

Offshore exclusion

We will not cover legal liability arising in connection with any person while **offshore**.

Pollution and contamination exclusion

We will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Property under your control exclusion

We will not cover loss or damage to property owned by **you** or which is held in **your** care, custody or control.

But **we** will cover

1. premises which are leased, let, rented, hired or lent to **you,** as long as a tenancy or other agreement does not
   a. result in **contractual liability**
   b. say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf
2. premises including contents which are not owned or rented by **you,** where **you** are temporarily carrying out work in connection with the **business**

Defined terms are **highlighted in bold blue** ▶ *see page 4 and the start of each section of cover for their meanings*

3 **employed persons** or visitors vehicles or effects while on **your** premises.

Radioactive contamination exclusion

We will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall or refunds exclusion

We will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

Rectification of defects exclusion

We will not cover

1 the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken

2 expenditure incurred by anyone in

   a investigating or providing a remedy for

   b removing, reinstating, replacing, reapplying or rectifying

any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

War risk exclusion

We will not cover

1 any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

2 confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Section conditions

This condition applies only to this section. If **you** do not comply with a condition **you** may lose all right to cover under **your** claim or to receive payment for a claim.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

Hot work precautions condition

It is a condition that the following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

1 the area where the work is to be completed must be cleared of all combustibles

2 combustible floors and other combustible property which cannot be moved must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least six metres from or beneath the work area

3 where there is a danger of ignition either directly, or by conduction of heat through any partitions or walls, the area on the other side must be inspected and combustible material must be removed

4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use

5 no heat producing equipment is to be left out of view of its operator or firewatcher whilst lit or powered or whilst hot

6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after completion of each period of work.

Personal accident section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Accident

A sudden, unexpected, specific event which occurs at an identifiable time and place.

Hazardous pastimes

The **insured person** taking part in, or practising for

1 racing, competitions, rallies or trials on wheels or on horseback

2 hang-gliding, parachuting, parascending, paragliding or bungee jumping

3 mountaineering, rock climbing, potholing, caving or white water rafting

4 diving underwater involving the use of breathing apparatus

5 off piste skiing, sleighing or snow boarding.

Injury

Identifiable physical injury caused by an **accident** which solely and independently of any other cause, results in the death or disablement of the **insured person**, within 24 months of the date of the **accident**. This includes illness arising directly from the injury or medical or surgical treatment made necessary by the injury.

Inception

The date that an **insured person** is first included in this insurance.

Insured person

Each of the persons described in **your** schedule who is under 75 years of age.

Loss of sight, hearing or speech

Total and irrecoverable loss of

1. sight in one or both eyes
2. hearing
3. speech.

Loss of limb

Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Permanent total disablement

Disablement which entirely prevents the **insured person** from attending to any occupation, to which they are reasonably suited by training, education or experience and which

1. lasts 12 months and
2. is beyond hope of improvement.

✓ What is covered

We will pay **you**, or in the event of **your** death, **your** personal representatives, in accordance with the benefits shown in **your** schedule, if at any time during the **period of insurance** an **insured person** sustains **injury**.

Disappearance cover

If during the **period of insurance**, an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused death, it will be presumed after 12 months that death has occurred and **we** will pay the benefit shown in **your** schedule. However if the **insured person** is subsequently found to be alive, **you** will be required to refund to **us** any amount already paid.

Maximum benefits

Benefit payable under this section will not exceed the amounts shown in **your** schedule for each **insured person**.

Payment of benefits

We will only pay under one of the benefits shown in **your** schedule as a result of one **accident**.

X What is not covered

Armed forces exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in or taking part in armed forces service or operations.

Defined terms are **highlighted in bold blue** ▸ *see page 4 and the start of each section of cover for their meanings*

Chemical weapon exclusion

We will not cover claims in any way caused or contributed to, by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

Criminal act exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** own criminal act.

Deliberate act exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

Drugs and alcohol exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.

Flying exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in flying of any kind other than as a passenger.

Hazardous pastimes exclusion

We will not cover claims in any way caused or contributed to, by **hazardous pastimes**.

Pre-existing condition exclusion

We will not cover claims in any way caused or contributed to, by

1. any existing condition or chronic or recurring disease or disorder, or
2. any other condition which the **insured person** knew about and has
   - a sought advice, diagnosis, treatment or counselling
   - b become aware, or should reasonably have been aware
   - c been treated

   in the 12 months immediately prior to **inception**.

Suicide and insanity exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** suicide, attempted suicide or intentional self-injury, or the **insured person** being in a state of insanity.

War risk exclusion

We will not cover

1. any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
2. confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions apply only to this section. If **you** do not comply with a condition **you** may lose all right to cover under **your** claim or to receive payment for a claim.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Change in circumstances condition

You must tell **us** as soon as **you** become aware of any **injury**, illness, disability or other condition where the **insured person** has become affected.

Claims evidence condition

1. The **insured person** must as early as possible seek the attention of a qualified medical practitioner in the event of **injury** or illness which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with such **injury** or illness is to be provided at **your** or the **insured persons** expense.
2. All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to examine the **insured person** as often as necessary.
3. If the **insured person** dies **we** will be entitled to have a post mortem examination at **our** expense.

Employers' liability section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Additional persons insured

1 The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.

2 At **your** request

- **a** any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
- **b** any director or **employed person** of **yours** in connection with the **business**
- **c** any officer or member whilst undertaking their duties in connection with **your**
  - **i** canteen, sports, social, educational or welfare organisations
  - **ii** fire, security, first aid, medical or ambulance services
- **d** any director or officer of **yours** for whom private work is undertaken by any **employed person,** with **your** prior consent.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation enacted with the **policy territories**.

✓ What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental **bodily injury** to any **employed person** caused during the **period of insurance** in connection with the **business**.

Claim costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £250 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

1. **bodily injury** is sustained while **you** are working in connection with the **business**
2. **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
3. **you** have a valid right of action for negligence against the other partner or **employed person**.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs**, and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of implementing any remedial order or publicity order
3. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
4. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
5. costs and expenses insured by any other policy
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Safety legislation costs cover

We will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **safety legislation costs**, and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not cover

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4. costs and expenses insured by any other policy
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less then 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of persons shown in **your** schedule.

Unsatisfied court judgements cover

We will at **your** request pay an **employed person** or their personal representative the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories** and which remains unpaid six months after the date of the judgement.

We will only provide cover if

1. there is no outstanding appeal
2. the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3. the judgement was obtained in a court within the **policy territories**
4. the **employed person** or their personal representative assigns the judgement to **us**.

Limit of cover

The most **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** A or B shown in **your** schedule and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.

Limit of indemnity A will apply unless the occurrence arises directly or indirectly in connection with **terrorist act**.

Limit of indemnity B will apply to any occurrence arising directly or indirectly in connection with **terrorist act**.

As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the claim or claims.

X What is not covered

Foreign manual work exclusion

We will not cover legal liability arising out of manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for a period or periods of up to 180 days in total, during any one **period of insurance**.

Offshore exclusion

We will not cover legal liability as a result of **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of

1. **contractual liability**
2. the liability of any principal for whom **you** are completing a contract.

Road Traffic Act exclusion

We will not cover legal liability for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

This condition of cover applies only to this section. If **you** do not comply with a condition **you** lose all right to cover under **your policy** or to receive payment for a claim.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Business tools, plant and equipment section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Business stock

Stock-in-trade belonging to **you**, while at **your** premises, or in a securely locked store or compound within the **policy territories**, or in transit by road, rail or inland waterway.

Construction plant and machinery

Construction plant, construction machinery, trailers, site huts or site caravans (including their contents) belonging to **you** for use in connection with the **business**, excluding **portable tools and equipment**.

Damage

Loss, destruction or damage.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data.

Portable tools and equipment

Hand held portable tools and equipment including portable electronic equipment excluding

1 tools designed other than to be applied to work by hand
2 equipment capable of propulsion across the ground on wheels, tracks or air cushion

belonging to **you**, or the property of **your** partners, principals, directors or employees, which are ordinarily used or needed on the site of any contract carried out by **you** in connection with the **business**.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

✓ What is covered

We will pay **you** for accidental **damage**, occurring during the **period of insurance**, to any of the items shown in **your** schedule for which there is a sum insured and will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it, in accordance with the following basis of settlement.

Basis of settlement

1 For property insured other than for **business stock, we** will pay up to the market value of the property insured at the time of its **damage** but no more than the sum insured stated in **your** schedule.
2 Claims for **business stock** will be settled on the basis of its value at the time of **damage** with adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

In the event of any loss, the sum insured will be automatically reinstated from the date of the loss, unless there is written notice either by **us** or by **you** saying otherwise. **You** will have to pay an additional premium for this.

Immobilised plant cover

We will pay **you** for the necessary costs, up to the sum insured, incurred in the recovery of the **construction plant and machinery**, which may become immobilised or immovable as a result of **damage**, whilst being used in connection with the contract on which **you** are working.

Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any property included within the items covered is automatically noted and in the event of a claim **we** should be given details of the financial interest.

What is not covered

Aircraft or watercraft exclusion

We will not cover **you** for **damage** to any

1. aircraft
2. watercraft (except watercraft less than eight metres in length or any hand-propelled boat or pontoon).

Breakdown exclusion

We will not cover **you** for **damage** caused by mechanical or electrical breakdown or derangement.

Date recognition exclusion

We will not cover **you** for **damage** to property insured directly or indirectly caused by, contributed to by, or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, or to process data, or to operate properly, due to failure to recognise any given date.

Electronic equipment exclusion

We will not cover **you** for **damage** to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including any information, programs or software) and whether **your** property or not, where **damage** is caused to the property insured by programming or operator error, **virus or similar mechanism** or **hacking**, including where this results from the actions of malicious persons or thieves.

Excess exclusion

We will not cover **you** for the amount of the **excess** shown in **your** schedule.

If a single incident results in a claim under more than one of the following sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.

Foreign work exclusion

We will not cover **you** for **damage** to **construction plant and machinery** or **portable tools and equipment** outside the **policy territories**, unless arising out of a temporary period or periods of work, elsewhere within the European Union, not exceeding 180 days in total, during any one **period of insurance**, by persons resident within the **policy territories**.

Motor vehicle exclusion

We will not cover **you** for **damage** to any motor vehicle or attached trailer, other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

Overnight theft from vehicle exclusion

We will not cover theft or attempted theft of **portable tools and equipment** from any vehicle or trailer, whilst unattended, between the hours of 9 pm and 6 am and it will be up to **you** to prove that any theft or attempted theft occurred before 9 pm or after 6 am. This exclusion does not apply if **you** have paid a premium to cover 'Tools in vehicle overnight' and this is shown as covered in **your** schedule.

Radioactive contamination exclusion

We will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Sonic bangs exclusion

We will not cover **you** for **damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorist act exclusion

We will not cover **you** for any **damage**, cost or expense directly or indirectly caused by, resulting from or in connection with **terrorist act**.

Unattended vehicle exclusion

We will not cover **you** for theft or attempted theft of property while contained in an unattended vehicle or trailer, unless there is evidence of forcible and violent entry to the vehicle or trailer.

Unexplained losses

We will not cover **you** for unexplained disappearance or inventory shortage.

Unsecured storage exclusion

We will not cover **you** for **damage** to property insured away from the site of any contract, unless it is being kept within a securely locked building or compound.

War risk exclusion

We will not cover

1. any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
2. confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

Wear and tear exclusion

We will not cover **you** for

1. **damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
2. the cost of normal upkeep, cleaning or normal repairs.

Hired in plant section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Damage

Loss, destruction or damage.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data.

Hired in plant

Construction plant, machinery, tools, equipment, site huts or caravans **you** have hired to use in connection with the **business**.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

✓ What is covered

We will cover **you** against **your** legal liability under the terms of any hire conditions to make good to the owner of the **hired in plant**, for **damage** occurring during the **period of insurance**. Where **damage** is caused by an items own breakdown or its own explosion, cover will only apply if this is due solely to negligence, misdirection or misuse by **you** or **your** employees.

We will pay up to the sum insured stated in **your** schedule for any one item but only for **your** liability under any hire conditions.

In the event of any loss the sum insured will be automatically reinstated from the date of the loss, unless there is written notice by **us** or **you** saying otherwise.

You will have to pay an additional premium for this.

Continuing charges cover

We will cover **you** against **your** legal liability to pay to the owner of the **hired in plant**, hire charges lost as a result of **damage** to the **hired in plant**.

We will pay the hire charges for the period while the plant is necessarily idle due to the **damage** or breakdown, for a period not exceeding 90 days from the time that **damage** or breakdown occurs, excluding the first 48 hours.

The most **we** will pay for any one hire agreement is £25,000.

Immobilised plant cover

We will pay the necessary costs, up to the sum insured, incurred in the recovery of the **hired in plant** which may become immobilised or immovable as a result of **damage**, whilst being used in connection with the contract on which **you** are working.

X What is not covered

Aircraft or watercraft exclusion

We will not cover **you** for **damage** to any

1 aircraft

2 watercraft (except watercraft less than eight metres in length or any hand-propelled boat or pontoon).

Date recognition exclusion

We will not cover **you** for **damage** to **hired in plant** directly or indirectly caused by, contributed to by, or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, or to process data, or to operate properly, due to failure to recognise any given date.

Excess exclusion

We will not cover **you** for the amount of the **excess** shown in **your** schedule.

If a single incident results in a claim under more than one of the following sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.

Electronic equipment exclusion

We will not cover any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including any information, programs or software) and whether **your** property or not, where **damage** is caused by programming or operator error, **virus or similar mechanism** or **hacking**, including where this results from the actions of malicious persons or thieves.

Foreign hire exclusion

We will not cover **you** for **damage** to **hired in plant**, outside the **policy territories**, unless arising out a temporary period or periods of work, elsewhere within the European Union, not exceeding 180 days in total, during any one **period of insurance** and hired under an agreement entered into within the **policy territories**.

Motor vehicle exclusion

We will not cover **you** for **damage** to any motor vehicle or attached trailer, other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

Radioactive contamination exclusion

We will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Sonic bangs exclusion

We will not cover **you** for **damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorist act exclusion

We will not cover **you** for any **damage**, cost or expense directly or indirectly caused by, resulting from or in connection with **terrorist act**.

Unexplained losses exclusion

We will not cover **you** for unexplained disappearance or inventory shortage.

War risk exclusion

We will not cover

1. any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
2. confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

Wear and tear exclusion

We will not cover **you** for

1. **damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
2. the cost of normal upkeep, cleaning or normal repairs.

Contract works section

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Contract works

Permanent or temporary works carried out in performance of any contract or development, including materials for use, undertaken by **you** or on **your** behalf, the estimated original value of which, prior to the commencement of the works, does not exceed the contract limit shown in **your** schedule

1 while on or adjacent to the site of any contract or development

2 while being transported by road, rail or inland waterway.

Damage/damaged

Loss, destruction or damage.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data.

Substantial completion

The date of completion of the works, apart from the prospective purchasers or tenants choice of decoration and/or final fitments.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

✔ What is covered

Damage to the property insured

We will pay **you** for accidental **damage**, occurring during the **period of insurance**, to the **contract works** and will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it, in accordance with the following basis of settlement.

Basis of settlement

We will pay up to the sum insured shown in **your** schedule for the property insured, plus any additional amount shown in the Escalator cover.

In the event of any loss the sum insured will be automatically reinstated from the date of the loss, unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

Debris removal and professional costs cover

We will reimburse costs and expenses that **we** have approved for

1. removing debris
2. dismantling or demolishing
3. shoring up, propping and fencing off
4. clearing or repairing drains and service mains on the site
5. architects, surveyors and consultants fees in connection with reinstatement of the property insured as a result of **damage** to the **contract works**, but not for preparing any claim.

Escalator cover

If there is an increase in the value of any contract or development during the **period of insurance**, the sum insured shown in **your** schedule will automatically increase for that contract or development, up to an amount no more than 20% of the estimated original value of the contract or development.

European Community and public authorities (including undamaged property) cover

We will cover the extra cost of reinstatement that may be needed to meet

1. European Community legislation or
2. Building or other regulations under or there to support any Act of Parliament or Bye-laws of any public authority referred to as the stipulations, for
   a. **damage** to the **contract works**
   b. undamaged portions of the **contract works** but excluding

1. the cost incurred in complying with the stipulations

- **a** for **damage** occurring prior to the granting of this cover
- **b** for **damage** not insured by this section
- **c** where notice has been served on **you** prior to the **damage** happening
- **d** where there is an existing requirement which has to be implemented within a given period
- **e** for property entirely undamaged

2 the additional cost that would have been required to make good **contract works** lost, destroyed or **damaged** to a condition the same as when new, had the need to comply with the stipulations not arisen

3 the amount of any charge or assessment arising out of capital appreciation which may be payable for **contract works** or by the owner to comply with the stipulations.

Conditions applicable to the European Community and public authorities (including undamaged property) cover

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the **damage** or any further time that **we** agree (during those 12 months) and may be carried out on another site (if the stipulations require) subject to **our** liability under this extension not being increased.

2 The total amount recoverable under this section for this cover will not exceed 15% of the sum insured.

Expediting costs cover

We will pay **you** for the extra charges of overtime, night work, work on public holidays', express freight, air freight and other transport charges necessary and approved by **us** in writing, in relation to a claim under this section, where **damaged** property is repaired or replaced.

Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any property covered is automatically noted and in the event of a claim **we** should be given details of the financial interest.

Free materials cover

The property insured includes any materials supplied by or provided to **you** by the employer for inclusion in any contract for which **you** are responsible. The value of the materials will not be included in determining the estimated original value of the contract or development.

Indemnity to principals cover

The interests of **your** employer or principal are also covered under this section as necessary under the conditions of contract in force between **you** and **your** employer or principal as long as they follow the terms, exclusions and conditions of **your** **policy** as though they were **you**.

Defined terms are **highlighted in bold blue** ▸ *see page 4 and the start of each section of cover for their meanings*

Off-site storage cover

We will pay **you** for the offsite storage of materials intended to be used for any contract while they are temporarily stored anywhere within the **policy territories**, as long as **you** are responsible for them under the terms of contract with **your** principal or employer.

Redrawing plans and documents cover

We will pay **you** for costs and expenses up to £25,000 for any one claim, for the re-writing or re-drawing of plans, drawings or other contract documents following **damage** to them.

Show houses and contents cover

We will cover show house properties and show house contents until they are sold (including while being transported by road, rail or inland waterway and in temporary storage all within the **policy territories**). The most **we** will pay for the contents of any one show house is £10,000.

Speculative building cover

The **contract works** includes any property that is being built by **you** other than under contract, but the cover for that property will end on the earlier of

1. the date the property is sold or let, or
2. three months after **substantial completion**, or
3. the expiry of the cover under this section.

Where the property comprises of several units within one block then **1** above will apply to each individual unit, but cover for the whole block will not exceed three months from **substantial completion** if parts of it are still unsold or not let.

If work on the site stops for more than three months in a row, cover will cease immediately unless **we** agree to it continuing by writing to **you**.

Subcontractors cover

If any contract awarded under a standard form of building contract is insured under this section and **damage** is caused to the **contract works** by any of the specified perils defined in the contract, **we** will not pursue any rights of recovery against subcontractors directly engaged by the main contractor for the contract. This cover will only apply if

1. required by the sub-contract
2. the sub-contractor follows the terms, exclusions and conditions of **your policy** as though they were **you**.

X What is not covered

Cessation of work exclusion

We will not cover **you** for **damage** to any part of the permanent works, if work on the contract site stops for more than 45 days in a row unless cover is agreed by **us** in writing.

Completed work exclusion

We will not cover **you** for **damage** to any part of the permanent works

1 after each part has been completed and delivered to the owner, tenant or occupier
2 where a certificate of completion has been issued, other than where **damage**
   a happens during the defects liability period specified in the contract and arising from a cause occurring prior to commencement of the period
   b occurs to materials or other property insured on site for the purpose of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period
   c occurs within 14 days of the time the certificate of completion is issued and where **you** are required by the terms of the contract to insure.

Contract responsibilities exclusion

We will not cover **you** for **damage** to any part of the permanent works, which under conditions of contract **you** are not responsible for insuring.

Deeds, documents and valuables exclusion

We will not cover **you** for **damage** to

1 deeds, bonds, bills of exchange, promissory notes, money, stamps, securities or documents of title
2 precious metals or stones, or articles made from them.

Excess exclusion

We will not cover **you** for the amount of the **excess** shown in **your** schedule.

If a single incident results in a claim under more than one of the sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.

Existing property exclusion

We will not cover **you** for **damage** to any existing property including any existing property being altered or repaired.

Faulty workmanship, materials and design exclusion

We will not cover **you** for fault in design, plan, specification, materials or workmanship and **damage** to the **contract works** will not be regarded as having occurred, just because a faulty condition exists in the property insured. This does not exclude resultant **damage** to **contract works** which is free of any such fault, other than where **damage** is caused to **contract works** in order to enable the replacement, repair or rectification of the fault.

Foreign work exclusion

We will not cover **you** for **damage** to **contract works** outside the **policy territories** unless arising out of a temporary period or periods of work, elsewhere within the European Union, not exceeding 180 days in total, during any one **period of insurance**, by persons resident within the **policy territories**.

Penalties under contract exclusion

We will not cover **you** for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any indirect losses.

Radioactive contamination exclusion

We will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Sonic bangs exclusion

We will not cover **you** for **damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorist act exclusion

We will not cover **you** for any **damage**, cost or expense directly or indirectly caused by resulting from or in connection with **terrorist act**.

Unexplained losses exclusion

We will not cover **you** for unexplained disappearance or inventory shortage.

War risk exclusion

We will not cover

1. any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
2. confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

Wear and tear exclusion

We will not cover **you** for

1. **damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
2. the cost of normal upkeep, cleaning or normal repairs.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else please contact the agent or AXA office where **your** policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01204 815359
Email: commercial.complaints@axa-insurance.co.uk

When **you** make contact please tell **us** the following information

- Name address and postcode, telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number, and the type of **policy you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed **'COMPLAINT'** and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if we have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

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

Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

**free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded or monitored.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

CLTR0001P-C (01.14) (34708)

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

redefining / standards