

## PLATFORM ENGINEERING INSURANCE POLICY

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In consideration of the premium specified in The Schedule and subject to the terms Conditions and Exclusions of The Policy HSB Engineering Insurance Limited ("The Company") agree to indemnify The Insured named in The Schedule (referred to herein as "The Insured") against loss or damage as specified in The Policy

The Contract will be subject to English Law and subject to the exclusive jurisdiction of the English courts unless The Insured is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction

This Document and any Specifications Schedules Memoranda Cover Clauses or Endorsements are to be read together and form the Policy

Please read The Policy in its entirety to ensure that it satisfies all your Insurance needs

In witness whereof The Policy has been signed for and on behalf of The Company



Stephen Worrall  
**Managing Director**



Tim James  
**Business Development Director**

For and on behalf of

HSB Engineering Insurance Limited  
New London House  
6 London Street  
London  
EC3R 7LP

## ADDITIONAL COVER APPLYING TO ALL SPECIFICATIONS

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### DEBRIS REMOVAL

1. In respect of each claim for loss or damage for which liability is accepted the cover provided by The Policy extends to include costs incurred in the removal of debris and protection of the **Insured Property** following indemnifiable damage not exceeding £25,000 or 20% of the indemnifiable loss or damage whichever is the lower

### LOSS AVOIDANCE MEASURES

2. Subject to the **Limit(s) of Indemnity** The Company will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which indemnity is provided by The Policy

Provided that

- (a) loss or damage would reasonably be expected if such measures were not implemented
- (b) The Company are satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures
- (c) the amount payable will be limited to the cost of loss or damage which would have otherwise occurred
- (d) the terms Conditions and Exclusions of The Policy apply as if loss or damage had occurred

### AUTOMATIC REINSTATEMENT

3. Sums Insured or Limits of Indemnity will be reinstated from the date of occurrence of any claim subject to an additional premium

The Company will waive the additional premium if the cost of the claim does not exceed £25,000

### EXPEDITING COSTS

4. The Company will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair reinstatement or replacement of **Insured Property** as a result of indemnifiable loss or damage provided that the liability of The Company shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

### REPAIR COSTS INVESTIGATION

5. With their prior written agreement The Company will pay costs relating to repair investigations and tests following indemnifiable damage to **Insured Property** by consulting engineers not exceeding £25,000 in any one Period of Insurance

The Company shall not be liable under this Additional Cover for fees incurred in preparing a claim under The Policy

## GENERAL DEFINITIONS

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For the purposes of The Policy, the following words or terms shall have the meanings described below when printed in bold.

### **CONDITION PRECEDENT**

An important legal term which sets out a step or action The Insured must take. If The Insured does not keep to or meet the requirements set out in a Condition Precedent The Insured will not be able to bring a claim under The Policy and The Company will not become legally responsible to pay that claim.

### **LIMIT OF INDEMNITY**

The liability of The Company in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in The Schedule as the **Limit of Indemnity** or Sum Insured

### **EXCESS**

The amount of a claim not payable by The Company and which shall be deducted after calculation of the amount payable under a claim and unless endorsed otherwise will apply separately in respect of individual Specifications

### **INSURED PROPERTY**

Wherever the term Insured Property is used in The Policy it shall mean only that property insured by this Policy and described in The Schedule

## GENERAL CONDITIONS

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The following conditions apply to the whole Policy. If The Insured does not keep to any condition of The Policy, and that condition is relevant to a claim, The Company may refuse to pay part or all of that claim.

### FRAUDULENT CLAIMS

1. If The Insured (or anyone acting for The Insured) makes a claim and The Insured is aware that it is in any way false or exaggerated, The Company will not pay the claim and may cancel The Policy from the time of the fraudulent act relating to the claim. The Company may also cancel any other policies belonging to The Insured.

### FAIR PRESENTATION

2. The Insured must make a fair presentation by disclosing and not misrepresenting every material circumstance which The Insured knows or ought to know when The Insured first buys The Policy, ask The Company to make a change or renew The Policy.

If The Insured fails to make a fair presentation and if:

- (a) The Insured's failure is deliberate or reckless, The Company will treat The Policy as if it never existed, refuse all claims and keep any premium paid. If The Insured's failure occurs during a change to The Policy The Company will terminate The Policy from the date of that change, refuse subsequent claims and keep any premium paid.
- (b) The Insured's failure was not deliberate or reckless and The Company would not have issued this Policy had a fair presentation been made, The Company will treat The Policy as if it never existed, refuse any claims and return any premium paid. If The Insured's failure occurs during a change to The Policy The Company will treat The Policy as though the change was not made, refuse any claims that would have been covered by the change and return any extra premium paid.
- (c) The Insured's failure was not deliberate or reckless and The Company would have issued or changed The Policy on different terms had a fair presentation been made, The Company will;
  - (i) alter the terms of The Policy to those The Company would have imposed (other than those relating to premium); and/or
  - (ii) reduce the amount paid or payable on any claim in proportion to the amount of additional premium The Company would have charged.

### CLAIMS NOTIFICATION AND REQUIREMENTS

3. In the event of any occurrence giving rise or likely to give rise to a claim, it is a **Condition Precedent** of The Policy that The Insured or their representative shall
  - (a) as soon as practicable notify The Company giving full particulars and information and notify the Police in the event of loss where The Insured has reason to believe a criminal offence has been committed
  - (b) take all reasonable action to prevent or minimise the loss and prevent further loss or damage

The Company shall not be liable for any further damage resulting from the continued use of the **Insured Property** until repaired to the satisfaction of The Company

- (c) retain any damaged property or parts

- (d) when required to do so but in any event no later than 30 days after the expiry of any Indemnity Period deliver to The Company a statement in writing of all particulars and details relating to the incident and other evidence as may be required

## CLAIMS SETTLEMENT

- 4. (a) The Company may at its option repair reinstate replace or pay in money for any loss or damage covered by The Policy

The amount stated as the **Excess** or the loss sustained by The Insured during any Time Exclusion shown in a relevant Schedule will be deducted from the settlement and borne by The Insured

- (b) Without prejudice to liability The Insured may proceed with minor repairs subject to compliance with General Condition 3
- (c) The Company shall be entitled to take over defend or settle any claim in the name of The Insured
- (d) to the extent that The Insured is accountable to the tax authorities for Value Added Tax all claims settlements shall be exclusive of such tax

## PAYMENTS ON ACCOUNT

- 5. Notwithstanding General Condition 3 where liability is accepted The Insured shall be entitled to receive interim payments as agreed between The Insured and The Company

## OTHER INSURANCE

- 6. This insurance does not cover any loss or damage which is insured by or would but for the existence of The Policy be insured by any other policy or policies except in respect of any **Excess** beyond the amount which would have been payable under such policy or policies had this insurance not been effected

## AVERAGE

- 7. If any item of **Insured Property** has an individual Sum Insured set against it and at the time of any loss or damage to the item its value exceeds that Sum Insured then The Insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly

## PRECAUTIONS

- 8. The Insured shall exercise due diligence in
  - (a) complying with any statute or order
  - (b) ensuring that **Insured Property** is maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

## ACCESS

- 9. The Company or its representatives shall have the right of access to the **Insured Property** at reasonable times

## ALTERATIONS IN RISK

10. The Insurance under The Policy may be avoided if
- (a) (i) The Insured becomes the subject of voluntary or involuntary rehabilitation proceedings or
  - (ii) becomes the subject of an action in bankruptcy or makes or
  - (iii) proposes any arrangement with their creditors which acknowledges their insolvency
  - (b) The Insured's interest ceases other than by death
  - (c) any alterations are made either in the business of The Insured or in the premises or property whereby the risk of loss or damage is increased
  - (d) any loss minimising factors in existence at the commencement of the insurance are reduced discontinued or not maintained
- unless its continuance be accepted by The Company and the Policy endorsed accordingly

## SUBROGATION

11. The Company may at its expense use all legal means in the name of The Insured to secure reimbursement for loss or damage and The Insured shall give all reasonable assistance for that purpose

## SUSPENSION OF COVER

12. The Company reserves the right to suspend The Policy at any time by written notice to The Insured's last known address until The Company's requirements have been fulfilled

## CANCELLATION

13. The Company may cancel The Policy by written notice to The Insured's last known address giving 14 days' notice.

In such event provided that the premium has been paid in full The Insured shall become entitled to the return of the proportion of the premium corresponding to the unexpired Period of Insurance

## ARBITRATION

14. If any difference arises as to the amount to be paid under The Policy (liability having been accepted) the difference shall be referred to an arbitrator to be appointed by both parties in accordance with the statutory provisions applicable

The making of an award against The Company shall be a condition precedent to any right of action against it

## ABANDONMENT

15. The Insured shall not be entitled to abandon any **Insured Property** to The Company whether or not taken possession of by it

## GENERAL EXCLUSIONS

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Other than as specifically provided for elsewhere within The Policy The Company shall not be liable for

### INTENTIONAL ACTS

1. Loss or damage caused by or arising out of
  - (a) any intentional act or wilful omission of The Insured (other than an act or omission the purpose of which is an exceptional measure to prevent injury loss or damage) which having regard to the nature and circumstances of the act or omission could reasonably be expected to cause contribute to or exacerbate any loss or damage
  - (b)
    - (i) intentional overloading
    - (ii) testing or experiments involving the imposition of any abnormal conditions

### WEAR AND TEAR

2. Loss or damage caused directly by
  - (a) wear and tear gradual deterioration or rust
  - (b) gradually developing defects
  - (c) scratching or chipping of painted or polished surfaces
  - (d) erosion or corrosion

but this shall not exclude resultant loss or damage not otherwise excluded

### APPLICATION OF TOOLS

3. Loss or damage caused by or arising out of the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul

### GUARANTEES OF PERFORMANCE

4. Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency

### WAR RISKS

5. Any loss or damage directly or indirectly caused by 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 or destruction of or damage to **Insured Property** by or under the order of any government or public or local authority

## TERRORIST ACTS

6. (a) Any consequence of civil commotion assuming the proportion of or amounting to a popular rising martial law or the act of any lawfully constituted authority
- (b) Loss or damage caused by or happening through or in consequence directly or indirectly of **Terrorism**
- (c) Loss or damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**
- (d) Loss or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot strike civil commotion locked out workers or persons taking part in labour disturbances

For the purposes of The Policy **Terrorism** shall mean any act of any person or group of persons acting alone or on behalf of or in connection with any organisation or government with activities directed towards the overthrowing or influencing of any government force or violence and / or putting the public or any section of the public in fear

In any action suit or other proceedings where The Company allege that by reason of this Definition any loss or damage is not covered by The Policy (or is covered only up to a specified **Limit of Indemnity**) the burden of proving that such loss or damage is covered (or is covered beyond that **Limit of Indemnity**) shall be upon The Insured

## RIOT AND CIVIL COMMOTION

7. Loss or damage occurring at the premises of The Insured caused by or arising from riot strike lock-out or civil commotion

## NUCLEAR RISKS

8. Loss destruction or damage to **Insured Property** or expense or consequential loss nor any legal liability caused by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

## SONIC BANG

9. Loss or damage directly caused by the pressure waves of aircraft or other aerial devices travelling at sonic or supersonic speeds

## AIRBORNE AND WATERBORNE CRAFT

10. Loss of or damage to airborne or waterborne vessels craft platforms or rigs or any **Insured Property** situated thereon or being loaded onto or offloaded therefrom



## ELECTRONIC RISKS EXCLUSION

11. (a) loss or damage to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of The Insured or not where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack
- (b) Consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

Virus or Similar Mechanism shall mean any 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

The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether it be the property of The Insured or not

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

## POLLUTION OR CONTAMINATION

12. Loss or Damage caused by or arising from pollution or contamination

This exclusion shall not apply to cost arising from pollution or contamination of **Insured Property** caused directly by an occurrence which is insured by The Policy provided that the liability of The Company shall be limited to a maximum of £50,000 in respect of pollution or contamination

## EXCESS

13. The amount(s) specified as the **Excess(es)** as detailed in Schedules attaching to The Policy

## HOW TO NOTIFY US OF CLAIMS

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Claims should be notified promptly to your Broker or Intermediary. If you do not have a Broker or Intermediary, please contact us directly at the following address:-

Claims Department  
HSB Engineering Insurance Ltd  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: +44 (0) 330 100 3432  
(Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers)  
Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

## CUSTOMER SERVICE AND COMPLAINT RESOLUTION

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We are committed to providing the highest standards of customer service and aim to achieve fair treatment and customer satisfaction in all cases. If you have any cause for complaint, therefore, we want to know about it as soon as possible.

You should initially contact the person who arranged the Policy for you, to see if they can resolve matters. Alternatively you may contact us directly at the following address:-

The Customer Relations Leader  
HSB Engineering Insurance Ltd  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: +44 (0) 330 100 3433  
Email: [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

We will always acknowledge your complaint within 5 business days and do our best to resolve it within four weeks. If the matter remains unresolved at the end of eight weeks, or you are unhappy with our final response, you may have recourse to the Financial Ombudsman Service or other independent dispute resolution services.

When we acknowledge your complaint we will send you a summary of our complaints handling procedure. This document is also available to all customers, on request.

If you make a complaint, your right to take legal action against us is not affected by this procedure.

## CONTRACTORS ALL RISKS - SPECIFICATION CAR

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### COVER

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The Company will indemnify The Insured in respect of physical loss of or damage to

#### SECTION 1 – CONTRACT WORKS

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**Contract Works** on or adjacent to the site of any **Contract** including whilst in **Transit**

#### SECTION 2 – OWNED PLANT

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**Owned Plant** anywhere within the **Territorial Limits** and whilst in **Transit**

#### SECTION 3 – HIRED IN PLANT

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**Hired In Plant** against their legal liability under the terms of the hiring agreement to pay

- (a) for physical loss of or damage to the **Hired In Plant**
- (b) continuing hiring charges for the **Hired In Plant** following physical loss or damage insured under (a) whilst anywhere within the **Territorial Limits** and whilst in **Transit**

The Company will where legal proceedings have been defended with its written consent pay all legal expenses for which The Insured may be liable

#### SECTION 4 – EMPLOYEES TOOLS AND PERSONAL EFFECTS

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**Employees Tools and Personal Effects** whilst on or adjacent to the site of any **Contract**

## ADDITIONAL COVER APPLYING TO SECTION 1

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### ADDITIONAL INTERESTS

1. The interest of any Employer Principal Contractor or Sub Contractor but only to the extent to which that interest is required to be insured by the terms of the **Contract**

### PLANS AND DOCUMENTS

2. Clerical costs necessarily incurred in re-writing or reproducing plans drawings or other **Contract** documents damaged within the **Territorial Limits** provided that the liability of The Company shall not exceed £25,000 in respect of any one occurrence of physical loss or damage

## MAINTENANCE

3. Physical loss of or damage to the permanent works occurring
  - (a) during the maintenance period or defects liability period not exceeding 12 months in duration specified in the conditions of the **Contract** arising from a cause occurring whilst in **Transit** or at the site prior to the commencement of the defects liability period but after the inception date of The Policy
  - (b) by a cause occurring within 14 days after the issue of a certificate of completion or for which the Contractor is responsible under the conditions of **Contract**
  - (c) by the Contractor during the course of any operations carried out by it for the purpose of complying with its obligations under the provisions of the **Contract** in respect of any defects liability period

## SHOW HOUSES AND CONTENTS

4. Physical loss of or damage to
  - (a) Show Houses
  - (b) Contents of Show Houses subject to a limit of £50,000 any one Show House

## DISMANTLING OR DEMOLITION

5. In substitution for Additional Cover 1 (Debris Removal) of PLATFORM

The costs and expenses necessarily incurred in respect of

- (a) removal of debris
- (b) dismantling or demolition
- (c) shoring or propping up
- (d) clearance of drains and sewers
- (e) dewatering

resulting from physical loss of or damage to Section 1 of the **Insured Property** and for which there is liability under The Policy

Cover also extends to include the cost of removal of debris arising from unauthorised tipping or inundation of the site but only occurring after commencement of the **Contract**

Provided that the liability of The Company in respect of this Additional Cover shall not exceed 10% of the **Estimated Original Contract Price**

## OFF SITE STORAGE

6. Materials and goods for which The Insured is responsible (other than items of stock property materials or equipment intended for sale) intended for inclusion in any **Contract Works** covered by The Policy whilst temporarily stored within the **Territorial Limits** provided that the liability of The Company in respect of this Additional Cover shall not exceed £100,000 any one loss

## ARCHITECTS SURVEYORS AND CONSULTING ENGINEERS FEES

7. Architects Surveyors Consulting Engineers and other professional fees necessarily incurred in the reinstatement of Section 1 of the **Insured Property** consequent upon its destruction or damage but not incurred for the preparation of a claim

## LOCAL AUTHORITIES CLAUSE

8. The additional cost of reinstatement of Section 1 of the **Insured Property** which has been lost or damaged as may be incurred solely by reason of necessity to comply with European Union Legislation for building and other regulations under or framed in pursuance of any Act of Parliament or with the Bye-Laws of any Municipal or Local Authority but excluding

- (a) costs incurred in complying with any of the said Regulations or Bye-Laws
  - (i) in respect of damage occurring prior to the granting of this extension under which notice has been served on The Insured prior to the occurrence of the physical loss or damage
  - (ii) in respect of undamaged property or portions of undamaged property other than foundations
- (b) the amount of any tax rate duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the said Regulations or Bye-Laws

The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site subject to the liability of The Company under this Additional Cover not being thereby increased

## COMPLETED PENDING SALE – PRIVATE DWELLING HOUSES

9. Physical damage to private dwelling houses constructed as part of the **Contract** for one hundred and eighty days from completion of the individual house or until the date of sale whichever occurs first

## CONTRACT CONDITIONS

10. If required by the terms and conditions of the **Contract** (subject to any Exclusions) cover is extended to include the period of 14 days following the issue of a certificate of completion

This extension does not cover any loss or damage caused by or arising out of the use or occupation by the employer purchaser or principal nor their agents servants or any other contractors (not being employed by The Insured) of the part of the **Insured Property** under Section 1

## ADDITIONAL COVER APPLYING TO SECTIONS 2 AND 3

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### IMMOBILISED PLANT

1. Costs necessarily incurred in the recovery of unintentionally immobilised plant or equipment (other than plant or equipment working underground or underwater) provided that recovery is not necessitated by or in consequence of
- (a) its own electrical or mechanical breakdown derangement failure or explosion
  - (b) failure to maintain **Insured Property** in accordance with manufacturers recommendations subject to a limit of
    - (i) £25,000 in respect of any loss or series of losses arising from a single occurrence or
    - (ii) The sum which would have been payable had the costs not been incurred provided that The Company shall not be liable for loss or damage caused by the process of recovery

### CONTENTS OF SITE HUTS

2. Contents of site huts subject to a maximum of £5,000 excluding
- (a) computers and peripheral equipment
  - (b) items excluded elsewhere in The Policy

## DEFINITIONS

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### TERRITORIAL LIMITS

United Kingdom the Republic of Ireland the Channel Islands or the Isle of Man

### FREE ISSUE MATERIALS

Materials supplied to The Insured for incorporation into the **Contract Works** and for which they are responsible but which have not been included in the final valuation of the work provided that the value of **Free Issue Materials** shall be included in any declaration made under the Premium Adjustment Condition of this Specification

### TRANSIT

The carriage of the Insured Property to or from the site of any **Contract** including loading on to and unloading from the conveyance used excluding any **Transit** by sea or air

### CONTRACT

Any Contract or undertaking of The Insured detailed in The Schedule not exceeding twelve months (excluding the maintenance period) undertaken by The Insured anywhere within the **Territorial Limits** where the **Original Estimated Contract Price** does not exceed the Sum Insured in respect of Section 1 of the **Insured Property**

### CONTRACT WORKS

Works undertaken in performance of the **Contract** including Works Temporary Works and Materials (including **Free Issue Materials**)

### ORIGINAL ESTIMATED CONTRACT PRICE

The estimated or quoted value of the **Contract Works** prior to commencement including any other costs in connection with the **Contract**

### OWNED PLANT

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment site huts cabins or similar contractors plant and equipment owned by The Insured unless specifically described otherwise under Section 2 of The Schedule

### HIRED IN PLANT

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment site huts cabins or similar contractors plant and equipment hired In by The Insured unless specifically described otherwise under Section 3 of The Schedule

**Hired In Plant** shall not include any Contractors Plant or equipment on a hire purchase lease agreement or that which is on free loan to The Insured

### EMPLOYEES TOOLS AND PERSONAL EFFECTS

Employees Tools and Personal Effects for which The Insured is responsible

**SPECIAL CONDITIONS**<sub>[MN-M1]</sub>

The following conditions apply to this Specification. If The Insured does not keep to any condition of this Specification, and that condition is relevant to a claim, The Company may refuse to pay part or all of that claim.

**CONDITIONS APPLYING TO ALL SECTIONS****PREMIUM ADJUSTMENT CLAUSE**

1. The deposit premium paid for this insurance is provisional and has been calculated on estimates given by The Insured

The Insured shall keep accurate records containing all relevant particulars and shall make these available to The Company at any reasonable time

The Insured shall also within reasonable time following the expiry of each Period of Insurance supply to The Company all relevant information to enable the correct premium to be calculated and the relevant difference be charged or allowed subject to a minimum retention by The Company of 75% of the Deposit Premium

**MULTIPLE LIFTING OPERATIONS**

2. For the insurance provided under The Policy to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under The Policy or not) the lifting operation must be conducted in accordance with BS7121

**APPLICATION OF HEAT**

3. It is a Condition of this insurance that the following precautions should be taken when open heat sources or naked flames are used
  - (a) Blow Lamps Blow Torches Welding and Cutting Equipment
    - (i) The area in which they are to be used is first cleared of loose combustible materials and any fixed combustible material should be protected with asbestos blankets or other similar equipment
    - (ii) A suitable fire extinguisher of 7lb or equivalent capacity is kept available for immediate use
    - (iii) Blow lamps and blow torches are lit for as short a time as possible before use and extinguished immediately after use
    - (iv) Lit blow lamps or blow torches are never left unattended
    - (v) Blow lamps are filled only in the open
  - (b) Vessels for the Heating of Bitumen or Bituminous Compounds
    - (i) Vessels are continuously attended whilst heating is taking place
    - (ii) Vessels are only used in the open whilst heating is taking place
    - (iii) If Vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible materials of not less than 10 feet square placed under the vessel before heating takes place
    - (iv) A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets full of sand are kept available for immediate use

The area in which such equipment has been used is to be thoroughly examined one hour after the end of each period of work to ensure that there are no signs of fire

## LIABILITY

4. (a) No liability shall attach to The Policy for any physical loss or damage not notified to The Company within 3 calendar months of the occurrence
- (b) No liability shall be admitted and no offer promise or payment be made without the written consent of The Company

## LOSS REDUCTION

5. The Insured shall carry out and permit to be taken any action which may be reasonably practicable to prevent further loss or damage

## CONDITIONS APPLYING TO SECTION 1

### INSURED CONTRACTS

1. The insurance provided under Section 1 of Cover applies during the Period of Insurance to any **Contract** that is current at the beginning of the Period of Insurance and any **Contract** that is undertaken during the Period of Insurance

The Liability of The Company shall cease at the end of the Period of Insurance unless specifically allowed for elsewhere within The Policy or upon cancellation of the insurance at any time during the Period of Insurance

### HOUSING GRANTS CONSTRUCTION AND REGENERATION ACT 1996 (ADJUDICATION SCHEME)

2. The Insured shall upon the receipt of a Notice of Adjudication relating to any circumstances which has given rise to a claim under The Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to The Company

A Notice of Adjudication means any notice issued by a party to the **Contract** to which the Housing Grants Construction and Regeneration Act 1996 applies stating the intention to refer a dispute under the **Contract** to adjudication

## CONDITIONS APPLYING TO SECTIONS 2 3 AND 4

### LOSSES FROM VEHICLES LIMITATION

1. The liability of The Company in respect of losses of machine attachments power tools hand tools and manually powered implements from vehicles shall not exceed £5,000 in aggregate across Sections 2 3 and 4 of this Specification prior to the application of the **Excess** in respect of any one loss or series of losses arising from one event involving theft or malicious damage

## CONDITIONS APPLYING TO SECTION 2

### HIRING CONDITIONS

1. It is a **Condition Precedent** of this Specification that whenever **Owned Plant** is let out on hire the hire shall be subject to
  - (a) written conditions which make the hirer responsible for physical loss or damage
  - or
  - (b) specific conditions agreed by The Company in writing and endorsed hereon



## CONDITIONS APPLYING TO SECTION 3

### HIRING CONDITIONS

1. The insurance provided by this Section will indemnify The Insured to the extent required by
  - (a) the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous or
  - (b) specific conditions agreed by The Company in writing and endorsed hereon

In the event of a loss involving hire conditions more onerous than those covered by this Specification the indemnity provided will be limited to liability under (a) or (b) above as applicable

It is a **Condition Precedent** of this Specification that any **Hired In Plant** which is re-hired must be hired out under conditions no less onerous than those of the original hire to The Insured

## EXCLUSIONS APPLYING TO ALL SECTIONS

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Other than as specifically provided for elsewhere within this Specification The Company shall not be liable for

### PENALTIES OR CONSEQUENTIAL LOSSES

1. Liquidated damages penalties under contract for guarantees of performance or efficiency delay or non-completion or consequential loss or damage of any kind or description unless specifically provided for elsewhere within The Policy

### UNEXPLAINED LOSSES

2. Unaccountable losses or losses discovered on the occasion of checks or inventories unless The Insured can produce reasonable proof that such losses are as a result of an identifiable incident

### ROAD VEHICLES

3. Loss of or damage to:-
  - (a) licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than
    - (i) contractors plant used solely as a tool of trade
    - (ii) as specifically provided for elsewhere within The Policy
  - (b) quad bikes or motorcycles

### MONEY OR GUARANTEES OF MONEY

4. Cash notes postal orders or money orders cheques stamps or other securities for money

### BREAKDOWN

5. Loss of or damage to any **Insured Property** from its own explosion mechanical or electrical failure or breakdown other than where The Insured is responsible for such loss under the terms of a hiring agreement

## CESSATION OF WORKS

6. Physical loss or damage where work ceases on the site of the **Contract** for a continuous period exceeding 30 days unless expressly agreed by The Company in writing

## LOSS OR DAMAGE UNDERGROUND OR UNDERWATER

7. Loss or damage or abandonment or recovery costs in respect of any item of **Insured Property** underground or underwater

## EXCLUSIONS APPLYING TO SECTION 1

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Other than as specifically provided for elsewhere within The Policy The Company shall not be liable for

### COMPLETED PENDING SALE

1. Physical loss of or damage to any part of Section 1 of the **Insured Property** after completion pending sale or lease except as provided for under any relevant Additional Cover applying to Section 1

### COMPLETED TAKEN INTO USE

2. Physical loss of or damage to any part of Section 1 of the **Insured Property** after such property has been completed handed over taken into use or for which a Certificate of Completion has been issued other than as provided for under any relevant Additional Cover applying to Section 1

### EXISTING STRUCTURES

3. Physical loss of or damage to any property or part of any property which has formed part of any structure prior to commencement of the **Contract**

### DEFECTIVE PROPERTY

4. Physical loss of or damage to and the costs necessary to replace repair or rectify **Insured Property**
  - (a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such **Insured Property** or any part thereof
  - (b) which is necessary to enable the replacement repair or rectification of **Insured Property** excluded by 4(a) above

Exclusion 4(a) shall not apply to other **Insured Property** which is free of the defective condition and is damaged as a consequence thereof

For the purpose of The Policy and not merely this Exclusion the **Insured Property** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design specification materials or workmanship in the **Insured Property** or any part thereof

### REFRACTORY LININGS

5. Loss of or damage to refractory linings from the first application of heat

## NON-FERROUS METALS

6. Loss resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either
  - (a) an authorised employee of The Insured is actually on the site or
  - (b) such property is contained in a securely closed and locked hut or building

## LOSS OR DAMAGE AT INSURED'S OWN PREMISES

7. Loss or damage (other than during loading for despatch to or unloading upon return from a **Contract site**) to **Insured Property** covered under Section 1 occurring at premises owned leased rented or occupied by The Insured their sub-contractors or manufacturers of any materials which are for incorporation into the **Contract Works**

## EXCLUSIONS APPLYING TO SECTIONS 2 AND 3

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Other than as specifically provided for elsewhere within The Policy The Company shall not be liable for

### EXCLUDED PARTS

1. Loss of or damage to
  - (a) brickwork masonry foundations and supporting structures
  - (b) tyres tools cutting edges moulds dies patterns non-metallic linings glass pulverising and crushing surfaces flexible pipes trailing cables drive belts or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured loss or damage for which liability has been accepted by The Company under this Specification
  - (c) underground or buried piping
  - (d) safety or protective devices due to their functioning

## EXCLUSIONS APPLYING TO SECTION 4

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Other than as specifically provided for elsewhere within The Policy The Company shall not be liable for

### ARTICLES OF JEWELLERY

1. Loss of or damage to gold or silver articles jewellery or watches

## LIMITS OF LIABILITY

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The total amount payable by The Company in respect of any claim irrespective of the number of parties insured by The Policy shall not exceed in whole the total Sum Insured or in respect of any item of **Insured Property** its Sum Insured or any other stated limit

For the purpose of the Sum Insured/Limit of Liability or Indemnity all of the parties insured under The Policy shall be treated as one party or legal entity so that there will be only two parties to the **Contract** of insurance namely The Company and The Insured both as defined herein

The Liability of The Company in respect of any one loss or series of losses arising from any one occurrence under

## SECTION 1

Shall not exceed 115% of the **Original Estimated Contract Price** or Maximum Contract Price stated as the Sum Insured in The Schedule including the value of **Free Issue Materials** plus any amount payable under Additional Cover 5 Dismantling or Demolition

## SECTION 2

Shall be limited to the market value at the time of the loss of the item(s) concerned and in aggregate the Sum Insured stated in The Schedule

Subject to a maximum of the Sum Insured shown in The Schedule the amount payable for physical loss or damage in respect of **Owned Plant** one year old or less at the time of the loss shall be

- (a) where **Insured Property** is lost or damaged to the extent that repair is uneconomic or impractical its replacement by new property of equal performance or capacity or if impossible its replacement by property having the nearest higher performance or capacity to the **Insured Property** lost or damaged
- (b) where the **Insured Property** is damaged the repair of the damage and the restoration of the damaged portion of the **Insured Property** to a condition substantially the same as but not better or more extensive than its condition when new provided that
  - (i) the liability of The Company for loss or damage shall not exceed the Sum Insured or **Limit of Indemnity** stated in The Schedule
  - (ii) repair or replacement must be commenced and carried out expeditiously and in any event completed within six months after the loss or damage or within any further time as The Company may allow
  - (iii) no payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made until the cost of repair or replacement has been incurred
  - (iv) no payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made if at the time of any loss or damage to the **Insured Property** it shall be covered by any other insurance held by or on behalf of The Insured which differs in basis of settlement from this insurance
  - (v) where any **Insured Property** has an individual Sum Insured set against it in The Schedule it is separately subject to the following condition
 

if at the time of repair or replacement the sum representing eighty five percent of the cost which would have been incurred in repair or replacement in the event there had been a total loss exceeds the Sum Insured at the time of any loss or damage The Insured shall be considered his own insurer for the difference and bear a rateable proportion of the loss or damage accordingly
  - (vi) where by reason of the above provisions no payment is made beyond the amount which would have been payable if this basis of settlement had not been incorporated the rights and liability of The Company and The Insured in respect of loss or damage shall be subject to the terms Conditions and Exclusions of The Policy as if this condition had not been incorporated

## SECTION 3

Shall be limited to the Sum Insured

## SECTION 4

Shall be limited to the Sum Insured and the limit any one employee