

# Your Business Insurance

## Tradesman Product



Policy Wording  
December 2021

Tradesman Insurance

# Welcome...

## to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Master Tradesman policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

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

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

Please contact **Your** insurance broker if **You** have any questions or if **You** wish to make any adjustments.

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# Contact Numbers

## Covéa Insurance Commercial Careline

**Commercial Careline**  
**0330 024 2266**

Should You be unfortunate enough to have to make a claim, Covéa Insurance Commercial Careline will manage all aspects of the claim for You from the time it is reported.

- Dedicated telephone number – 0330 024 2266
- Dedicated fax number – 0330 024 2623
- By E-mail – [newcommercialclaims@coveainsurance.co.uk](mailto:newcommercialclaims@coveainsurance.co.uk)
- In writing – Covéa Insurance Commercial Careline, Norman Place, Reading RG1 8DA

Covéa Insurance Commercial Careline is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.

Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

**Our** aim is to bring **Your** claim to a speedy and satisfactory conclusion.

**You** should refer to General Conditions on page 8 for full details of the claims procedure and requirements.

### Business Legal Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone 0161 603 2203 and quote **Your** policy number shown on **Your** policy **Schedule**.

Advice given to **You** will be confirmed in writing where necessary.

# Customer Information

## Registration and Regulatory Information

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

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register).

## How to Make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold and **You** should contact them directly.

Alternatively, please contact **Us** using the following details, quoting **Your** policy or claim number:

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

Telephone: 0330 221 0444

Website: [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Email: [customer.relations-rdg@coveainsurance.co.uk](mailto:customer.relations-rdg@coveainsurance.co.uk)

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

**You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

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

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU [www.fscs.org.uk](http://www.fscs.org.uk).

## Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

## How to Cancel Your Policy

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

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

**You** may cancel the policy at any other time by contacting **Your** broker.

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

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**.

For **Our** rights to cancel **Your** policy please see the Our Rights to Cancel the Policy Condition on page 8 of this policy document.

## How We Use Your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when we process **Your** personal information under **Our** full Privacy Policy.

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

# Customer Information

## continued

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

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

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

### How We Share Your Information

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

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

### Marketing

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

### Fraud Prevention and Detection

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

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

### Automated Decisions

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

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

### How to Contact Us

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

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

### Employers' Liability Tracing Office

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employer's names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

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

The Database will be managed by the ELTO.

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

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

# Introduction

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

Any word or expression given a specific meaning in:

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

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

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

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

## IMPORTANT

This policy is a legal contract. **You** have a duty to make a fair presentation of the risk which is covered by this policy.

Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

# General Conditions

The following General Conditions shall apply to all Sections of this policy unless otherwise stated.

## 1. Alteration in the Number of Workers

**We** must be advised within 14 days if the number of workers exceeds the number specified in the **Schedule** and any additional premium paid unless such workers are temporary **Employees** and **You** are indemnified as agreed in the Temporary Employees Clause of this policy.

## 2. Alteration in Risk

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

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 10. Our Rights to Cancel the Policy.

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

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

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

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

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

## 3. Average

If at the time of any loss the total Sum Insured specified in the **Schedule** is less than 85% of the total value of the property insured **We** shall bear only that proportion of the loss which the total Sum Insured bears to the total of the property insured.

This Condition does not apply to the Public and Products Liability Section or the Employers' Liability Section.

## 4. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

## 5. Claims Procedure and Requirements

- (a) It is a condition precedent to **Our** liability that on the happening of any **Bodily Injury** or **Damage You** or **Your** legal personal representative shall at **Your** own expense:
  - (i) give immediate notice to **Us**
  - (ii) take all reasonable precautions to prevent further **Bodily Injury** or **Damage**
  - (iii) within 30 days submit full details of the incident
  - (iv) supply all estimates information and assistance as may be required
  - (v) send to **Us** any writ summons or other legal process issued or commenced against **You**
  - (vi) notify **Us** immediately of any impending prosecution inquest or fatal accident inquiry
- (b) It is a condition precedent to **Our** liability that **You** shall not negotiate admit or repudiate any liability without **Our** written consent
- (c) **We** shall be entitled:
  - (i) to negotiate defend or settle in the name of and on **Your** behalf any claim made against **You** as **We** deem appropriate
  - (ii) to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity damages or otherwise in **Your** name
  - (iii) at any time to pay to **You** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment



# General Conditions

## continued

(d) It is a condition precedent to **Our** liability that on the happening of any occurrence of **Damage** caused by theft or attempted theft or malicious persons **You** shall give immediate notice to the Police.

### 6. Contract (Rights of Third Parties) Act 1999

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

### 7. Fraudulent Claims

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

### 8. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

**You** shall surrender forthwith to **Us** any effective certificate(s) of insurance.

### 9. Other Insurances

If at the time a claim arises there be any other insurance effected by **You** or on **Your** behalf applicable to such event **Our** liability shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably then **Our** liability hereunder shall be limited in respect of such **Damage** to any excess beyond the amount which would have been payable under such other insurance had this policy not been effected.

### 10. Our Rights to Cancel the Policy

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

Valid reasons may include but are not limited to:

- (a) not:
  - (i) paying a premium when it is due
  - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
  - (iii) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Condition 12: Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**.

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

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

For **Your** rights to cancel the policy please see "How to Cancel Your Policy" on page 4 of this policy document.

# General Conditions

## continued

### 11. Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) Shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We**

may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

### 12. Reasonable Precautions

**You** must:

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) maintain in good condition all **Plant Tools** and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practices and Standards
- (c) exercise care in the selection of **Employees**
- (d) remedy as soon as possible any defect or danger that becomes apparent.

### 13. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability.

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

### 14. Sanctions

**We** shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

# General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

We shall not be liable for:

## 1. War, Government Action and Terrorism

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

For the purpose of this Exclusion and its Liability Provisions:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

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

**Terrorism** shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure de facto.

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

### Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this Policy **We** will indemnify **You** under the Employers' Liability Section provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed **£5,000,000**.

## 2. Sonic Bangs

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

## 3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

## 4. Electronic Risk

(not applicable to the Public and Products Liability Section and Employers' Liability Section if insured by this policy)

- (a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
  - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System**

# General Exclusions

## continued

insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Defined Peril** means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

### 5. Communicable Disease

(not applicable to the Employers' Liability Section and Public and Products Liability Section if insured by this policy)

- (a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
  - (i) a **Communicable Disease**; or
  - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
  - (a) for a **Communicable Disease**; or
  - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting

consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:

- (i) Terrorism (as defined in this policy), or
- (ii) a **Defined Peril** as described below

where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

**Communicable Disease** means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

**Defined Peril** means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

# Definitions

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

## Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

## Business

The business as described in the **Schedule** shall include:

1. the ownership, repair, maintenance and decoration of **Your** business premises
2. private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
3. the provision and management of canteen, sports, social and welfare organisations for the benefit of **Employees**
4. **Your** fire, security, first aid, medical and ambulance services
5. **Your** participation in exhibitions.

## Certificate of Completion

The certificate issued by the architect or engineer confirming substantial completion of the **Contract Works**.

## Communicable Disease

(applicable to the Public and Products Liability Section)

- (a) Coronavirus being:
- (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
- (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

## Company/We/Us/Our

Covea Insurance plc.

## Contract Price

For any one contract the amount of the estimated cost of the **Contract Works** at inception including the value of **Free Issue Materials** up to but not exceeding the amount stated in the **Schedule** as the Sum Insured in respect of the Contract Works Section.

## Contract Site

The situation of the **Contract Works** within the **Territorial Limits** and any area immediately adjacent occupied by **You** directly and solely for the performance of the **Contract Works**.

## Contract Works

The temporary or permanent works executed or in course of execution by or on behalf of **You** in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Territorial Limits** to the extent **You** are responsible under contract.

## Costs and Expenses

1. Claimants' legal costs for which **You** are legally liable
2. All costs and expenses incurred with **Our** written consent in defending any claim
3. The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry.

## Damage

Physical loss destruction or damage.

## Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

## Employee

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

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor

# Definitions

## continued

5. a self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper.

### Free Issue Materials

Materials for incorporation into the **Contract Works**:

1. issued free to **You** by or on behalf of **Your** employer or **Principal** and
2. for which **You** are responsible under the conditions of the contract

the value of which will be included in the final valuation of the **Contract Works** carried out or the final **Contract Price** and which are not otherwise excluded.

### Goods in Transit

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

### Insured Person

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

### Maintenance Period

The period designated in any contract entered into by **You** during which **You** are responsible for rectifying defects originating during the performance of the works provided that such period does not exceed 24 months.

### Pollution or Contamination

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

### Period of Insurance

The period beginning with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this policy.

### Plant

Plant equipment site huts or caravans other than **Tools** for use in connection with the **Business**.

### Practical Completion

Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the **Contract Works**.

### Principal

Any person company local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**.

### Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by **You** or on **Your** behalf in connection with the **Business** and no longer in **Your** charge or control.

### Schedule

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

### Territorial Limits

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

### Tool(s)

Hand tools and hand held portable power tools the property of or hired in by an **Insured Person** for use in connection with the **Business**.

### You/Your/Policyholder

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

# Public and Products Liability Section

## Cover

We will indemnify You against:

1. legal liability to pay compensation and
2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Damage** to Property
- (c) accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- (d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

which arises in connection with the **Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

## Limit of Liability

**Our** liability to pay compensation in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

**Our** liability under this Section for all compensation payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed **£1,000,000** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Liability stated in the **Schedule**.

## Clauses

The following Clauses apply to this Section:

### Additional Directors Partners or Employees

Notwithstanding the total number of persons or **Employees** stated in the **Schedule** this policy is extended to include additional partners directors or **Employees** provided that the total number of manual partners directors and **Employees** does not exceed 10.

If **You** fail to notify **Us** within 14 days of the engagement of any such additional person other than in respect of temporary **Employees** **We** shall not be liable for the first **£500** of each and every claim in addition to any other excess provided for in this Section.

### Additional Persons Insured

**We** will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
  - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**

- (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official.

Provided that:

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
3. **We** will retain sole conduct and control of any claim or
4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability.

### Bona-fide Subcontractors

**We** will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf.

It is a condition precedent to liability under this Clause that:

- (a) where any work is undertaken for **You** or on **Your** behalf by any bona-fide subcontractor **You** must prior to their appointment ensure that each bona-fide subcontractor holds current and valid Public Liability insurance appropriate to the work being carried out with a Limit of Indemnity which is no less than the Public Liability limit of this policy
- (b) in the event of a claim under this Clause **You** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for **You**
- (c) annual payments to bona-fide subcontractors shall not exceed **£50,000** per annum or **25%** of **Your** annual turnover whichever is greater unless agreed to the contrary by **Us**.

### Contractual liability

**We** will indemnify **You** in respect of liability assumed by **You** under any contract or agreement for work in connection with the **Business** other than:

- (a) for liquidated damages or fines or penalties
- (b) any agreement to obtain indemnity under this Section for or on behalf of anyone other than **You** except as provided for in the Additional Persons Insured Clause or as otherwise agreed by **Us** and endorsed onto the policy
- (c) in respect of property the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) in the terms of which **You** are required to effect insurance
- (d) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any **Products supplied**
- (e) for **Damage** to property forming the subject of a contract of agreement for work therein or thereon including any **Costs and Expenses** incurred in connection therewith when liability attaches to **You** solely by reason of the terms of the contract or agreement.

# Public and Products Liability Section

## continued

### Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

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

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£1,000,000**.

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

1. any prosecutions unless they relate to the death of any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2. (a) the payment of fines or penalties  
(b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy
4. any proceedings resulting from any deliberate act or omission by **You**.

### Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

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

### Cross Liability

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

### Defective Premises Act 1972

We will indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which has been disposed of by **You**.

Provided that this indemnity shall not apply to:

- (a) the cost of rectifying any **Damage** or defect in premise or land disposed of
- (b) liability for which **You** are entitled to indemnity under another insurance policy.

### Health and Safety at Work etc Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

### Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

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

### Motor Contingent Liability

Notwithstanding Exclusion 3 of this Section **We** will indemnify **You** against legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere in **Territorial Limits**.

Provided that this indemnity will not apply:

- (a) in respect of **Damage** to the vehicle or to property conveyed therein
- (b) while such vehicle is being driven by:
  - (i) **You**
  - (ii) any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
- (c) to liability for which **You** are entitled to indemnity under another insurance policy.

### Temporary Employees

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

This Clause does not remove the need to declare changes in **Employee** numbers as required by General Condition 1 of this policy.



# Public and Products Liability Section

## continued

### Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

### Conditions

The following conditions apply to this Section in addition to the General Conditions at the front of this policy.

#### Application of Heat and Fire Precautions

This condition does not override any Endorsement on the policy excluding the use or application of heat.

It is a condition precedent to **Our** liability that whenever work is undertaken away from **Your** premises involving the use of:

- (a) electric oxy-acetylene welding or flame cutting equipment
- (b) blow lamps, blow torches or hot air guns
- (c) tar, bitumen or asphalt heaters
- (d) angle grinders
- (e) or any other work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials

the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- 1. a thorough examination of the immediate vicinity of the work shall be completed and all combustible materials must be cleared to a distance of not less than 10 metres from the point of work so as to be safe from the danger of ignition by direct or conducted heat
- 2. 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 examined and any combustible material must be removed
- 3. combustible floors and other combustible property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- 4. at least one fire extinguisher made and serviced in accordance with current European standards, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5. the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions
- 6. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers

- 7. for one hour after completion of each period of work involving the application of heat a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals
- 8. whenever tar, bitumen, asphalt or pitch heaters are in use away from **Your** premises they should be located at ground level and in the open air and any tar, bitumen, asphalt or pitch should be carried in a suitable vessel.

#### Flammable Solvents

It is a condition precedent to **Our** liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by **You** and/or any **Employee** and/or any of **Your** Sub Contractors whenever work is undertaken away from **Your** own premises:

- (a) smoking by **Your Employees** or Sub Contractors must not take place
- (b) no appliance for the application or supply of heat is to be used
- (c) prior to commencement of work the site of work is to be checked by **You** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained where **You** or **Your Employees** or Sub Contractors are working.

#### Damage to property under the ground

It is a condition precedent to **Our** liability that whenever digging or excavation work is undertaken the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- (a) ensure all reasonable measures are taken to identify the location of all pipes cables and other underground services before any work is commenced which may involve a risk of **Damage** to such underground services
- (b) keep a written record of the measures taken to locate such underground services
- (c) ensure the adoption of a method of work which minimises the risk of **Damage** to such underground services.

# Public and Products Liability Section

## continued

### Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** will not indemnify **You** in respect of liability arising from:

1. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such persons by **You**.
2. **Damage** to property owned by hired to or in the custody or control of **You** or any **Insured Person** other than:
  - (a) personal effects including motor vehicles and their contents belonging to any director partner **Employee** guest or visitor of **Yours**
  - (b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
  - (c) premises (including its fixtures and fittings) leased hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement.
3. **Bodily Injury** or **Damage** arising from **Your** ownership possession use or control or on **Your** behalf of:
  - (a) any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
  - (b) any mechanically propelled vehicle or trailer attached thereto other than:
    - (i) any vehicle not licensed for road use
    - (ii) any vehicle while being used as a tool of trade
    - (iii) the loading or unloading of any vehicle provided that **You** are not entitled to indemnity from any other source and that this policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation.
4. **Bodily Injury** or **Damage** arising from:
  - (a) any **Product supplied** outside the **Territorial Limits**
  - (b) the failure or partial failure of any fire security or warning device to fulfil its intended function.
5. **Bodily Injury** or **Damage** arising from or contributed to by any design plan specification or advice provided:
  - (a) for work not undertaken by **You** or
  - (b) by any Architect Quantity Surveyor or Consulting Engineer or
  - (c) by any person other than **You**.
6. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of:
  - (a) any **Products supplied** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
  - (b) defective work.
7. **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** and **Our** liability for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not in aggregate exceed the amount shown as the Limit of Indemnity in the **Schedule**.
8.
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of asbestos including any products containing asbestos.
9. the giving of or application of any hair or beauty treatment.
10. the first amount of each and every claim in respect of **Damage** to:
  - (a) underground pipes cables or services **£500**
  - (b) property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat **£500**
  - (c) property other than as provided for in (a) and (b) above **£100**.
11. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
12. **Bodily Injury** or **Damage** caused by or in connection with any work on or in:
  - (a) docks wharves piers harbours or railways
  - (b) watercraft or offshore gas or oil installations
  - (c) chemical or petrochemical works oil or gas refineries or storage facilities

# Public and Products Liability Section

## continued

- (d) aircraft airports aerodromes or airfields
- (e) power stations
- (f) nuclear power stations
- (g) any installation where nuclear processing is undertaken
- (h) towers steeples chimney or well shafts blast furnaces viaducts bridges flyovers dams tunnels motorways quarries mines or collieries.

13. liability caused by or arising from:

- (a) authorised or unauthorised transmission of **Electronic Data**
- (b) the content of any website, **Your** email, intranet or extranet
- (c) erasure, loss, distortion, corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality
- (d) 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 a failure to recognise any given date.

# Employers' Liability Section

Your Schedule will show if this Section is operative

## Cover

We will indemnify **You** against:

1. legal liability to pay compensation
- and
2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **You** in connection with the **Business** within the **Territorial Limits**.

## Limit of Liability

**Our** liability to pay compensation and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

## Clauses

The following Clauses apply to this Section:

### Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
  - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
  - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official.

Provided that:

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
3. **We** will retain sole conduct and control of any claim or
4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability.

### Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

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

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£1,000,000**.

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

1. any prosecutions unless they relate to death caused to any **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2. (a) the payment of fines or penalties  
(b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy
4. any proceedings resulting from any deliberate act or omission by **You**.

### Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** are attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

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

### Cross Liability

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

### Health and Safety at Work etc Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

# Employers' Liability Section

## continued

**We** will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

### Indemnity to Principals

**We** will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

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

### Temporary Employees

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

This Clause does not remove the need to declare changes in **Employees** as required by General Condition 1 of this policy.

### Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

### Conditions

The following conditions apply to this Section in addition to the General Conditions at the front of the policy.

### Certificate of Employers' Liability

If this policy or Section is cancelled any Certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

### Our Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but **You** shall repay to **Us** all sums **We** would not have been liable to pay but for the provisions of such law.

### Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of **Bodily Injury**:

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** of a vehicle on a road.
2. For the purposes of this exclusion the expression "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988.
3. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
4. liquidated damages fines or penalties.
5. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

# Tools Cover Section

Your Schedule will show if this Section is operative

## Cover

We will indemnify the **Insured Person** in respect of **Damage to Tools** occurring during the **Period of Insurance** and within the **Territorial Limits** provided that such indemnity shall be by payment or at **Our** option by reinstatement or repair.

**Our** liability in respect of the amount payable to any one **Insured Person** shall not exceed:

1. the Sum Insured stated in the **Schedule**
2. **£500** in respect of any one **Tool** or **20%** of the Sum Insured stated in the **Schedule**, whichever is greater.

## Exclusions

The following exclusions apply to this Section, in addition to the **General Exclusions at the front of this policy**.

**We** shall not be liable under this Section in respect of:

1. indirect loss of any kind
2. **Damage to Tools** due or attributable to:
  - (a) wear tear rust corrosion mildew or other gradual deterioration or vermin or insect
  - (b) any process of cleaning repair or restoration
  - (c) its own mechanical electrical or electronic breakdown failure or derangement
3. **Damage** which is not traceable to an identifiable occurrence or which is caused by deception
4. **Damage to Tools** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room or box and there is evidence of forcible and violent entry to or exit from the motor vehicle trailer or room or box
5. **Damage to Tools**:
  - (a) occurring while lent to or being used by anyone other than an **Insured Person** or an **Employee**
  - (b) while hired out
6. **Damage** to ladders generators transformers or any other equipment or **Tool** not designed to be applied directly to the work by hand
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment
8. the first amount of each and every claim for **Damage**:
  - (a) caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park **£250**
  - (b) from any cause other than above **£60**.

# Goods in Transit Section

Your Schedule will show if this Section is operative

## Cover

We will indemnify You in respect of **Damage** to goods pertaining to the **Business** whilst in or on or being loaded into or onto or unloaded from any motor vehicle within the **Territorial Limits** and owned by or operated by **You** or under **Your** direct control.

**Our** liability shall not exceed **£500** in respect of any one occurrence.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. **Damage** caused by deterioration or any inadequate packing or insulation
2. **Damage** caused by theft or attempted theft
3. **Damage** due to delay or any other indirect loss.

# Contract Works Section

Your Schedule will show if this Section is operative

## Cover

We will indemnify You in respect of **Damage** to the **Contract Works** occurring during the **Period of Insurance** provided that:

1. **Our** liability shall not exceed the maximum **Contract Price** stated as the Sum Insured in the **Schedule**. The Sum Insured by this section is subject to Average
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

## Clauses

The following clauses apply to this Section:

### Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage** You shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of any one occurrence of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

### Debris Removal and Professional Fees

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

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

### Free Issue Materials

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

### Increase in Contract Price

In the event of any increase in the **Contract Price** during the **Period of Insurance** the Sum Insured stated in the **Schedule** shall be deemed to be increased in like proportion up to but not exceeding **20%** of the Sum Insured.

### Indemnity to Principal

We will at Your request indemnify any **Principal** to the extent required by the contract between You and the **Principal** in respect of liability arising from the performance of work by You for such **Principal**.

Provided that:

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

### Local Authorities

We will indemnify You in respect of the additional cost of reinstatement of the **Contract Works** as may be incurred solely by reason of the necessity to comply with any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided that:

1. the amount recoverable under this Clause shall not include:
  - (a) costs incurred in complying with any of the said Regulations or Bye-Laws:
    - (i) which can be recovered elsewhere
    - (ii) under which notice had been served upon You prior to the happening of the **Damage**
  - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye- Laws
2. the work of reinstatement shall be commenced and carried out within twelve months of **Damage**.

### Maintenance Period Indemnity

Notwithstanding Exclusion 2(f)(i) We will indemnify You in respect of **Damage** to any part of the **Contract Works** occurring during the **Maintenance Period** relating to that part and for which in the terms of the contract You are responsible:

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

### Off Site Storage

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

### Overtime and Other Costs

In respect of any **Damage** for which You are entitled to indemnity under this policy We will indemnify You in respect of the reasonable additional costs of overtime shift working bonus payments plant hire charges express delivery and similar expenses necessarily incurred by You with **Our** consent to expedite the reinstatement or repair of the **Contract Works**.



# Contract Works Section

## continued

Provided that:

- (a) such additional costs shall not in any way contribute to completion of any part of the **Contract Works** sooner than that part would have been completed had such **Damage** not occurred
- (b) **Our** liability in respect of such additional costs shall not exceed **10%** of the **Contract Price**.

### Plans and Specifications

The Sum Insured stated in the **Schedule** is deemed to include plans specifications and other documents in respect of which **Our** liability shall be limited to the replacement of such plans specifications and documents essential for completion of the contract and shall not exceed their value as stationery together with the cost of labour in writing up redrawing or reproducing such plans specifications and documents excluding the value of or cost of retrieving information contained therein.

### Prospective Purchasers Temporary Accommodation

In respect of private houses bungalows flats or maisonettes built by **You We** will at **Your** request pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of the property suffering **Damage** as insured by this Section which occurs between exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that:

- (a) **Our** maximum liability under this Clause shall not exceed **10%** of the purchase price of the property or **£10,000** whichever is the lesser
- (b) the property is not insured elsewhere
- (c) the purchaser observes the terms and conditions of this policy.

### Show Properties

**We** will indemnify **You** in respect of **Damage** to show properties including their contents.

The maximum **We** will pay in respect of the contents of any one show property is **£10,000**.

### Speculative Building

**We** will indemnify **You** in respect of **Damage** to private dwellings **You** have erected on a speculative basis but Cover shall cease from:

- (a) the date such property is sold let or leased
- (b) three months after the date of **Practical Completion**

whichever is the earlier.

Where the property comprises several units within one block then part (a) of this Clause shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of **Practical Completion** if parts of it are still unsold unlet or unleased.

### Sub Contractors Waiver of Subrogation

In respect of any contract awarded under the JCT Standard form of Building Contract and insured under this Section the following alterations to this Section shall apply but only in respect of the **Contract Works**.

In respect of **Damage** to the **Contract Works** by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract **We** will not pursue any rights of subrogation against subcontractors directly engaged by **You** provided that the subcontractor shall as if they were **You** observe fulfil and be subject to the terms exclusions and conditions of this policy.

### Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

1. (a) the first **£250** of each and every claim for **Damage** not caused by theft attempted theft or malicious damage
- (b) the first **£500** of each and every claim for **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to:
  - (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
  - (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
  - (c) any part or the **Contract Works** while in transit by sea or air
  - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
  - (e) any pre-existing structure building or other property at the **Contract Site** or any contents therein
  - (f) any part of the **Contract Works**:
    - (i) in respect of which a **Certificate of Completion** has been issued unless such **Damage** be occasioned within 14 days of the date of issue of a **Certificate of Completion** but only to the extent **You** are responsible under the conditions of the contract
    - (ii) which has been handed over to the **Principal**
    - (iii) which is in occupation or use by or in possession of the **Principal** or with **Your** permission any other person for any purpose other than the performance of the contract

# Contract Works Section

## continued

(iv) which arises after **Practical Completion** where no **Certificate of Completion** is to be issued

3. **Damage** to any part of the **Contract Works** due to or attributable to:
  - (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
  - (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
  - (c) any defect in the materials or workmanship
  - (d) any faulty or defective design plan or specification of or advice relating to that part
4. **Damage** for which **You** are not responsible under the terms of the contract
5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
6. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building
8. **Damage** arising from:
  - (a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
  - (b) any work connected with tunnels reservoirs dams viaducts bridges or mines
  - (c) any work in under or over water
9. **Damage** to the **Contract Works** upon which work has been suspended for a period in excess of 30 days
10. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
11. **Damage** caused by **Pollution or Contamination** other than that to the **Contract Works**.

# Own Plant Section

Your Schedule will show if this Section is operative

## Cover

We will indemnify You in respect of **Damage** to **Plant** owned by You whilst at the **Contract Site** in transit or at **Your** premises provided that:

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule** or **£25,000** in respect of any one item. The Sum Insured is subject to Average
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

## Clauses

The following clauses apply to this Section:

### Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage** You shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

### Plant Retrieval Costs

We will indemnify You in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. (a) the first **£250** of **Damage** not caused by theft attempted theft or malicious damage  
(b) the first **£500** of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to:
  - (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
  - (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
  - (c) **Plant** while in transit by sea or air
  - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to:
  - (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
  - (b) the mechanical electrical or electronic breakdown failure or derangement or explosion
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
  - (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
  - (b) in transit but excluding:
    - (i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access

# Own Plant Section

continued

- (ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building.

# Hired in Plant Section

Your Schedule will show if this Section is operative

## Cover

We will indemnify **You** in respect of **Damage** to **Plant** hired in by **You** or any **Principal** whilst at the **Contract Site** in transit or at **Your** premises provided that:

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule**
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

## Clauses

The following clauses apply to this Section:

### Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any loss or **Damage** **You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

### Continuing Hire Charges

We will indemnify **You** in respect of legal liability to pay continuing hire charges following **Damage** to construction plant tools equipment and temporary buildings hired in by **You**.

Provided that:

- (a) this Clause shall not apply in respect of hired in **Plant** for which a valid claim has not otherwise been admitted under this policy
- (b) in respect of **Damage** **We** shall not be liable under this Clause for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
- (c) the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of plant of The Contractors' Plant Association
- (d) **Our** liability under this Clause shall not exceed an amount equal to 13 weeks hire charges or **50%** of the total Sum Insured of the Section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event.

### Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section in respect of:

1. (a) the first **£250** of **Damage** not caused by theft attempted theft or malicious damage
- (b) the first **£500** of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to:
  - (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
  - (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
  - (c) **Plant** while in transit by sea or air
  - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to:
  - (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
  - (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind other than as defined in the Continuing Hire Charges Clause
6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
  - (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building

# Hired in Plant Section

continued

- (b)** in transit but excluding
  - (i)** theft from any unattended motor vehicle unless the vehicle is locked at all points of access
  - (ii)** theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building.

# Accidental Death Cover Section

## Cover

We will indemnify any **Insured Person** for accidental death caused by a sudden, unexpected event during the **Period of Insurance** following an accident within the **Territorial Limits**.

The maximum accumulation limit for any one event shall be **£10,000**.

## Conditions

The following conditions apply to this Section in addition to the General Conditions at the front of this policy.

1. the **Insured Person** has not attained 70 years of age, and
2. the **Insured Person** is normally resident within the **Territorial Limits**, and
3. this Section excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **Insured Person(s)** suffered, and was known to suffer, prior to inception of this policy
4. all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical advisor appointed by **Us** or on **Our** behalf and that such medical advisors shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the **Insured Person**
5. if a physical disability or condition of the **Insured Person** which existed before the insured event occurred, the amount of any compensation payable under this Section in respect of the consequences of the insured event shall be the amount which is reasonably considered and would have been payable if such consequences had not been so aggravated.

## Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of death directly or indirectly arising out of or consequent upon or contributed by:

1. the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane
2. war, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where **We** need to provide cover to meet the minimum insurance required by the relevant law)
3. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials
4. nuclear reaction, nuclear radiation or radioactive contamination
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) howsoever these have been acquired or may be named
6. deliberate exposure to exceptional danger (except in an attempt to save human life) or the **Insured Person's** own criminal act or being under the influence of alcohol or drugs
7. the **Insured Person** being intoxicated by alcohol or drugs
8. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
9. the **Insured Person's** motor-cycling, hunting, mountaineering, racing (other than on foot), playing football, rugby, ice- hockey or polo, skiing, tobogganing, parachuting, hang-gliding or pot-holing
10. the **Insured Person's** flying (except as a passenger and not as a member of the crew, for the purpose of engaging in any trade or technical operation therein in any properly certificated or licensed power- driven aircraft)



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