

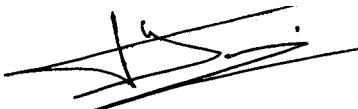
CONTRACTORS COMBINED POLICY

The INSURED has applied for this insurance to Ageas Insurance Limited (the COMPANY) by a PROPOSAL which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium and any taxes due

In return the COMPANY will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

Signed for and on behalf of
Ageas Insurance Limited



François-Xavier Boisseau – CEO, Insurance
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh, Hampshire
SO53 3YA

Your policy and schedule should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your policy, schedule and other related documents in a safe place as you will need to refer to them if you make a claim.

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CUSTOMER SERVICE

This insurance is underwritten and administered on behalf of Ageas Insurance Limited by Darwin Clayton (UK) Limited. In the event of a query on this insurance you should contact:

Darwin Clayton (UK) Limited
Darwin House
20 Mount Ephraim Road
Tunbridge Wells
Kent TN1 1ED

Phone: 01892 511144
Fax: 01892 511455
Email: info@dcuk.co.uk

If, however, you have a query in relation to a claim, contact:

Ageas Insurance Limited
Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Phone: 0844 748 0117
Email: claims.commercial@ageas.co.uk

How to make a complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited
Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
PO6 4TY.

Phone: 0844 748 0117
E-mail: claims.director@ageas.co.uk

For complaints about your policy, contact the Commercial Schemes Manager at:

Ageas Insurance Limited
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

Phone: 0844 892 2114
E-mail: schemes.commercial@ageas.co.uk

We promise to:

- acknowledge your complaint within five working days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

Financial Ombudsman Service

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

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

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

LEGAL HELPLINE

The policyholder has access to Abbey Legal Protection Ltd's 24 hour telephone legal helpline on any legal problem in connection with their business. The advice provided is confidential and impartial and is given without charge and can be confirmed in writing. If you require advice the telephone number is 0870 908 0793 quoting ALP 1080 as the reference number.

The Legal Helpline is not empowered to give advice on the admissibility of any claim under the Policy. In the interests of monitoring the quality of legal advice given conversations may be recorded.

The Legal Helpline has been arranged for the benefit of policyholders and does not form part of any contractual relationship between the policyholder and Ageas Insurance Limited.

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule the Clauses the Endorsements and Extensions

AIRSIDE

means on or in those parts of airport and airfield premises to which the public do not have free or authorised access

COMPANY

means Ageas Insurance Limited

COMPUTER EQUIPMENT

means electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

CONTRACT

means any contract or agreement for the performance of work in connection with the TRADE or BUSINESS

DAMAGE

means accidental loss damage or destruction

DIRECTOR

means a director of the INSURED where the INSURED is a Limited Company

DEFINED PERILS

means fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle

EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the INSURED
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the INSURED
- (5) driver or operator of hired in plant
- (6) voluntary worker

whilst working for the INSURED in the course of the TRADE or BUSINESS

EXCESS

means the amount which will be deducted by the COMPANY from the total agreed amount of each and every claim other than claims relating to INJURY for which there is no EXCESS

HACKING

means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the INSURED or not

DEFINITIONS (continued)

INJURY

means bodily injury death illness disease or shock causing bodily injury

INSURED

means the person or persons or corporate body named in the Schedule and includes

- (1) the legal personal representatives in the event of the INSURED'S death in respect of liability incurred by the INSURED
- (2) at the INSURED'S request any DIRECTOR PARTNER or EMPLOYEE

MAINTENANCE PERIOD

means the maintenance period stated in the conditions of a CONTRACT but not exceeding the period stated in the Schedule

MONEY

means coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices

OFFSHORE

means as from the time when the INSURED DIRECTORS PARTNERS or EMPLOYEES or any other person or persons for whom the INSURED may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

PARTNER

means a partner of the INSURED where the INSURED is a partnership

POLLUTING or CONTAMINATING or SEEPING SUBSTANCES

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

POLLUTION or CONTAMINATION

means

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- (2) all INJURY loss or damage to material property directly or indirectly caused by pollution or contamination arising from POLLUTING or CONTAMINATING or SEEPING SUBSTANCES

PRACTICAL COMPLETION

means completion except for the final finishes for the selection by the purchaser lessee or tenant

PRINCIPAL

means any public authority government body company firm organisation or person for whom the INSURED is undertaking a CONTRACT

DEFINITIONS (continued)

PRODUCT

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the INSURED in the course of the TRADE or BUSINESS and not within the custody of the INSURED

PROPOSAL

means any signed proposal form and declaration any statement of facts and any other information in connection with this insurance supplied by or on behalf of the INSURED

REMEDIATION

includes "remediation" under the Environment Act 1995

TERRITORIAL LIMITS

means

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world (excluding United States of America and Canada) in respect of INJURY or DAMAGE caused by or arising from non-manual activities of any DIRECTOR PARTNER or EMPLOYEE normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the TRADE or BUSINESS

TRADE or BUSINESS

means only the TRADE or BUSINESS specified in the Schedule and includes

- (1) Shopfitting as defined in the National Association of Shopfitters Objects and Rules if the INSURED is a member of the National Association of Shopfitters
"Shopfitting" work is defined in such Objects and Rules as the provision of goods and services, including management services, in respect of structural alterations, decorations, furnishings, lighting, heating, ventilation, flooring, ceilings, shopfronts, entrances, all shop equipment, joinery, architectural metal work, and all interior fit out work where supplied in connection with shops, stores, hotels, restaurants, public houses, bars, libraries, museums, offices, banks, ships, schools, colleges, hospitals, laboratories, private residences, or the like
- (2) fitting furnishing and specialist contracting for all types of buildings and establishments (not otherwise excluded herein)
- (3) building operations
- (4) painting and decorating
- (5) heating ventilation and plumbing
- (6) glazing
- (7) joinery carpentry and general woodworking
- (8) metal work
- (9) work involving glass reinforced polyester (GRP)
- (10) electrical contracting
- (11) all other works accepted by the Council for the time being of the National Association of Shopfitters as an activity a shopfitter may reasonably be expected to carry out
- (12) the provision and management for the benefit of the INSURED or EMPLOYEES of canteen social sports educational or welfare facilities and first aid fire security and ambulance services
- (13) the ownership and routine maintenance and repair of the premises from which the TRADE or BUSINESS is conducted
- (14) the performance of private duties by EMPLOYEES at the request of the INSURED or any DIRECTOR or PARTNER

DEFINITIONS (continued)

VIRUS OR SIMILAR MECHANISM

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

This Definition includes but is not limited to trojan horses worms and logic bombs

GENERAL CONDITIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

Conditions 1 to 7 inclusive are all conditions precedent to the liability of the COMPANY

1 OBSERVANCE OF POLICY TERMS

The answers and statements in the PROPOSAL are true and complete and the INSURED will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the INSURED

2 REASONABLE PRECAUTIONS

The INSURED DIRECTORS and PARTNERS will

- (a) take all reasonable precautions to select and supervise staff
- (b) take all reasonable precautions to prevent accidents injury or DAMAGE
- (c) take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
- (d) maintain their premises plant machinery and fire extinguishing appliances in sound condition

3 PAYMENT OF PREMIUM

- (a) The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (b) If the Premium for the Policy is paid through the COMPANYS credit scheme
 - (i) it is a condition precedent to the COMPANYS liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
 - (ii) in the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
 - (iii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

4 ALTERATION OF RISK

The COMPANY will not be liable for any DAMAGE or legal liability following

- (a) alteration of the TRADE or BUSINESS whereby the risk of DAMAGE or legal liability is increased
- (b) cessation of the INSUREDS interest except by will or operation of law
- (c) alteration of PARTNERS having operational control of the INSURED unless such alteration is agreed in writing by the COMPANY

GENERAL CONDITIONS (continued)

5 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to a claim under this Policy the INSURED will

- (a) immediately notify the COMPANY but no later than
 - (i) 7 days after the date of loss for any claim in respect of riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
 - (ii) 7 days after the date of loss for any claim in respect of Hired in Plant
 - (iii) 30 days after the date of loss for any other lossand provide such written information or details as may be required
- (b) immediately notify the Police of any loss of MONEY or loss destruction or damage caused by theft fraud dishonesty embezzlement or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the DAMAGE or to minimise or check any interruption of or interference with the TRADE or BUSINESS or to avoid or diminish the loss
- (d) send to the COMPANY immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (e) not admit liability to any party
- (f) at his own expense produce and furnish to the COMPANY such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the COMPANY for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

6 CLAIMS - CO-OPERATION

The INSURED will provide all help assistance and cooperation required by the COMPANY in connection with any claim

7 RISK IMPROVEMENT REQUIREMENTS

All Risk Improvement Requirements notified to and agreed by or on behalf of the INSURED shall be complied with and continue to be complied with during the whole currency of the Policy

8 CLAIMS - COMPANYS RIGHTS

The COMPANY having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- (a) to undertake in the name of the INSURED the defence control or settlement of any claim and for its own benefit take proceedings in the INSUREDS name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (b) to pay to the INSURED in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
 - (i) the Limit of Indemnity or Sum Insured of the appropriate Section or
 - (ii) such lesser amount for which the claim or claims may be settledThe COMPANY will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid
This paragraph (b) does not apply to the Employers Liability Section or the Public Liability Section
- (c) at its sole option to indemnify the INSURED by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof The COMPANY will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item insured more than the Limit of Indemnity or Sum Insured thereon

GENERAL CONDITIONS (continued)

9 PAYMENT OF CLAIMS

In the event of a claim being made under this Policy the Premium and Tax for which is paid through the COMPANYS credit scheme the COMPANY may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the INSURED to the COMPANY in respect of the credit facility from any settlement due to the INSURED of a claim made under this Policy

10 CLAIMS - REPAYMENT OF EXCESS

The INSURED will repay to the COMPANY the amount of any EXCESS for which the COMPANY has made payment

11 DISHONESTY

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the INSURED or any DIRECTOR or PARTNER or anyone acting on the INSUREDS behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the INSURED or any DIRECTOR or PARTNER then all benefits under this Policy will be forfeited

12 ARBITRATION

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the COMPANY

13 PREMIUM AND TAX ADJUSTMENT

At the request of the COMPANY if the premium and tax have been calculated on estimates provided by the INSURED within one month of the end of each Period of Insurance the INSURED will provide all information for the adjustment of premium subject to the retention by the COMPANY of any minimum premium required

14 OTHER INSURANCES

If at the time of any loss damage or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the COMPANY will not be liable for more than its rateable proportion thereof and the INSURED will declare to the COMPANY the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

15 VOIDANCE

This Policy will be voidable in the event of non-disclosure of any material information or fact or misrepresentation or misdescription

GENERAL CONDITIONS (continued)

16 LAW GOVERNING THE POLICY

Where the INSURED is an individual the INSURED has the right to choose the law which shall apply to this contract

However the law of England shall apply unless otherwise agreed in writing by the COMPANY

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the INSURED will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

17 CONTRACTS (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

18 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

However the INSURED will repay to the COMPANY all sums paid by the COMPANY which the COMPANY would not have been liable to pay but for the provisions of such law

19 CONDITIONS PRECEDENT AND WARRANTIES

Every condition precedent or warranty to which this Policy or any Section thereof is or may be made subject to will from the time the condition precedent or warranty attaches apply and continue to be in force during the whole currency of this Policy

Non-compliance with any such condition precedent or warranty in so far as it increases the risk of DAMAGE will be a bar to any claim in respect of such DAMAGE

GENERAL CONDITIONS (continued)

20 CANCELLATION

The COMPANY may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the INSUREDS address last known to the COMPANY and in such event the COMPANY will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The INSURED may cancel this Policy at any time by giving the COMPANY written notice and in such event the COMPANY will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the COMPANY

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The COMPANY will not be liable for

1. Nuclear Risks

(a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(i) ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability Section

2. War Risks

any contingency or injury occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to the Employers Liability Section

3. Pressure Waves

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4. Excluded Property and Contingencies

loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

5. Fines or Penalties

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

6. Fraud

(a) loss damage or destruction by fraud forgery or deception

(b) theft or any attempt thereat in which any DIRECTOR PARTNER EMPLOYEE or any member of the INSUREDS family is concerned as principal or accessory

This General Exclusion does not apply to the Fidelity Guarantee Section

7. Northern Ireland

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

GENERAL EXCLUSIONS (continued)

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

8. Pollution or Contamination

loss damage or destruction from pollution or contamination unless arising in consequence of DAMAGE caused by or resulting in a DEFINED PERIL

This General Exclusion does not apply to the Public Liability Section and its Extensions

9. Change in Water Table Level

loss damage or destruction attributable solely to change in the water table level

10. Consequential Loss or Damage

consequential loss or damage of any kind or description except where specifically included

11. Terrorism

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- (a) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM

except

- (i) to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees
- (ii) that subject otherwise to the terms Conditions and Exclusions of this Policy the COMPANY will indemnify the INSURED under the Public Liability Section and its Extensions against all sums which the INSURED shall become legally liable to pay as damages and claimants costs and expenses directly or indirectly caused by resulting from or in connection with TERRORISM provided that the liability of the COMPANY in respect of all indemnity payable (inclusive of all costs and expenses) under such Section and its Extensions in respect of or arising out of
 - (a) any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source (other than in respect of or arising out of PRODUCTS) shall not exceed £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less
 - (b) PRODUCTS shall not exceed in the aggregate £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less in any one Period of Insurance

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

GENERAL EXCLUSIONS (continued)

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

11. Terrorism (continued)

In any action suit or other proceedings where the COMPANY alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the INSURED

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

12. Date Recognition/Discontinuity Exclusion

loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the INSURED or not and whether occurring before during or after the Year 2000

- (a) correctly to recognise any date as its true calendar date or
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date

or

- (c) otherwise to function correctly

but should such loss damage or destruction or consequential loss result in additional DAMAGE or consequential loss (which is not otherwise excluded) caused by

- (i) DEFINED PERILS other than theft or
- (ii) theft other than in respect of money

where insured and not otherwise excluded then this Exclusion shall not apply to such additional DAMAGE or consequential loss

This General Exclusion does not apply to the Employers Liability Section or the Public Liability Section

All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary

GENERAL EXCLUSIONS (continued)

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

13. VIRUS OR SIMILAR MECHANISM or HACKING

- (a) loss damage or destruction to COMPUTER EQUIPMENT auxiliary equipment or computer media directly or indirectly occasioned by or arising from VIRUS OR SIMILAR MECHANISM or HACKING
- (b) additional costs of working in consequence directly or indirectly of VIRUS OR SIMILAR MECHANISM or HACKING

This General Exclusion does not apply to the Employers Liability Section or the Public Liability Section

GENERAL EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy and are applicable to the Employers Liability Section and Public Liability Section

1 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007 – LEGAL DEFENCE COSTS

The COMPANY will indemnify the INSURED in respect of legal costs and expenses incurred with its prior written consent in respect of the defence of the INSURED against any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands

Provided that

- (a) the liability of the COMPANY under this Extension shall not exceed £1,000,000 in the aggregate in any one Period of Insurance This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule under the Employers Liability Section and the Public Liability Section
- (b) the offence under such legislation was committed or is alleged to have been committed during the Period of Insurance in connection with the TRADE or BUSINESS within the TERRITORIAL LIMITS
- (c) this Extension shall only apply to proceedings brought in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- (d) the INSURED obtains the COMPANYS written consent prior to the appointment of any solicitor or counsel who are to act for and on behalf of the INSURED
- (e) the INSURED shall immediately notify the COMPANY of receipt of any summons or other process served upon the INSURED which may give rise to proceedings in relation to the cover provided under this Extension

1 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007 – LEGAL DEFENCE COSTS (continued)

- (f) before the COMPANY consents to the costs of any appeal proceedings counsel have advised that there are strong prospects of such appeal succeeding Any information in support of this assertion requested by the COMPANY shall be supplied by the INSURED

The COMPANY will not be liable under this Extension for

- (i) the cost of any fine or penalty of any kind
- (ii) legal costs and expenses where the INSURED can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension the INSURED would have obtained indemnity from any other source or insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission or any intentional criminal act by the INSURED or any DIRECTOR PARTNER or EMPLOYEE that gives rise to a charge of corporate manslaughter or corporate homicide

EMPLOYERS LIABILITY SECTION

The Employers Liability Section is operative only if Employers Liability is shown as an Insured Section in the Schedule

The COMPANY will indemnify the INSURED against all sums which the INSURED shall become legally liable to pay as damages and claimants costs and expenses in respect of INJURY sustained by any DIRECTOR or EMPLOYEE arising out of and in the course of employment by the INSURED within the TERRITORIAL LIMITS and resulting directly from the TRADE or BUSINESS during the Period of Insurance

The COMPANY will also pay for all legal costs and expenses incurred with its written consent

- (a) in defence of any claims
- (b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

LIMIT OF INDEMNITY

The maximum liability of the COMPANY inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

DISCHARGE OF LIABILITY

The COMPANY having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the INSURED in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The COMPANY will then relinquish control of and be under no further liability in respect of such claim or claims

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

1 PASSENGER LIABILITY

INJURY sustained by any DIRECTOR or EMPLOYEE while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the TERRITORIAL LIMITS

2 OFFSHORE

liability arising out of any work undertaken or visit OFFSHORE

3 EXCLUDED LOCATIONS

INJURY arising in connection with work

- (a) on or in docks harbours or railways
- (b) on or in watercraft or offshore gas or oil installations
- (c) on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- (d) AIRSIDE or on or in aircraft
- (e) on or in collieries mines or quarries
- (f) on or in power stations
- (g) on or in any installation where nuclear processing is undertaken

EMPLOYERS LIABILITY SECTION (continued)

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

4 ASBESTOS

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This Exclusion shall not apply in respect of such removal or disposal provided that

- 1 such activity does not form part of the INSUREDS usual TRADE or BUSINESS or contract and
- 2 the discovery of asbestos by the INSURED is unintentional and accidental and
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- 4 an HSE licensed asbestos removal contractor is employed if legally required
 - (a) to make safe the area in which the discovery is made as soon as is practicable
 - (b) who has Employers Liability and Public Liability insurances in force
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and
 - (ii) that do not exclude the work to be carried out

EMPLOYERS LIABILITY SECTION - SPECIAL CONDITION

1 CONTRACTUAL LIABILITY

In so far as this Section relates to liability assumed by the INSURED under any contract or agreement which would not have attached in the absence of such contract or agreement this Section will only apply if the COMPANY retains sole conduct and control of any claim

EMPLOYERS LIABILITY SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 LEGAL DEFENCE COSTS

The COMPANY will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the INSURED
- (b) at the INSUREDS request any DIRECTOR PARTNER or EMPLOYEE

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the TRADE or BUSINESS within the TERRITORIAL LIMITS
- (b) relates to the health safety and welfare of a DIRECTOR or EMPLOYEE

The COMPANY will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE

2 INDEMNITY TO PRINCIPAL

The COMPANY will indemnify any PRINCIPAL in respect of the legal liability of such PRINCIPAL arising out of work carried out by the INSURED under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the INSURED
- (b) the PRINCIPAL complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the COMPANY

3 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for damages or costs in respect of INJURY sustained by an EMPLOYEE arising out of and in the course of employment or engagement by the INSURED in connection with the TRADE or BUSINESS and arising from an accident occurring within the TERRITORIAL LIMITS during the Period of Insurance

- (a) is obtained by such EMPLOYEE in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the INSURED domiciled or operating from premises within those territories and
 - (b) remains wholly or partly unsatisfied six months after the date of such judgement at the request of the INSURED the COMPANY will pay to such EMPLOYEE the amount of the damages and costs remaining unsatisfied
- Provided that

- (i) there is no appeal outstanding
- (ii) the EMPLOYEE has assigned the judgement to the COMPANY

4 COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the COMPANY in connection with a claim in respect of which the INSURED is entitled to indemnity under this Section the COMPANY will provide compensation to the INSURED at the following rates per day for each day on which attendance is required

- (a) any DIRECTOR or PARTNER £500
- (b) any EMPLOYEE £250

EMPLOYERS LIABILITY SECTION – EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

5 INJURY TO WORKING PARTNERS

In respect of INJURY to any working partner named in the Schedule such person shall be deemed to be an EMPLOYEE for the purposes of this Section provided that

- (a) the INJURY is sustained whilst such working partner is working in connection with the TRADE or BUSINESS
- (b) the INJURY is caused by another working partner or EMPLOYEE whilst working in connection with the TRADE or BUSINESS
- (c) the injured working partner has a valid right of action in negligence against the working partner or EMPLOYEE responsible for the INJURY

PUBLIC LIABILITY SECTION

The Public Liability Section is operative only if Public Liability is shown as an Insured Section in the Schedule

The COMPANY will indemnify the INSURED against all sums which the INSURED shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) INJURY to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring within the TERRITORIAL LIMITS and resulting directly from the TRADE or BUSINESS during the Period of Insurance

LIMIT OF INDEMNITY

The maximum liability of the COMPANY in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the COMPANY for all indemnity payable in respect of or arising out of PRODUCTS will not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

DISCHARGE OF LIABILITY

The COMPANY having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the INSURED in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (a) the Limit of Indemnity (less any amounts already paid as damages) or
- (b) such other amount for which the claim or claims may be settled

The COMPANY will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

1 EXCLUDED LOCATIONS

liability arising in connection with work

- (a) on or in docks harbours or railways
- (b) on or in watercraft or offshore gas or oil installations
- (c) on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- (d) AIRSIDE or on or in aircraft
- (e) on or in collieries mines or quarries
- (f) on or in power stations
- (g) on or in any installation where nuclear processing is undertaken

2 DEFECTIVE GOODS

the cost of recalling repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

3 LIABILITY UNDER AN AGREEMENT

liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7

4 FAULTY DESIGN

liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the INSURED

5 INJURY TO EMPLOYEES

liability for INJURY to any DIRECTOR PARTNER or EMPLOYEE where such INJURY arises out of and in the course of employment by the INSURED

6 OFFSHORE

liability arising out of any work undertaken or visit OFFSHORE

PUBLIC LIABILITY SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

7 PROPERTY IN INSUREDS CUSTODY

liability for or arising out of DAMAGE to material property

- (i) in the custody or control of or owned by the INSURED or any DIRECTOR PARTNER or EMPLOYEE other than
 - (a) personal effects of DIRECTORS PARTNERS or EMPLOYEES
 - (b) premises including their contents not owned rented to or leased by the INSURED but temporarily occupied by the INSURED for the purpose of carrying out work therein or thereon
- (ii) being worked on by or on behalf of the INSURED if loss or damage is as a direct result of such work
- (iii) which forms part of or is to be incorporated into permanent or temporary works executed in performance of any contract entered into by the INSURED occurring before the date of issue of Certificate of PRACTICAL COMPLETION of the Contract Works in accordance with the terms of the CONTRACT or where the CONTRACT has no provision for such a Certificate the date of PRACTICAL COMPLETION of the Contract Works

PUBLIC LIABILITY SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

8 VEHICLES AND CRAFT

liability arising out of the ownership possession or use of any

- (a) mechanically propelled vehicle including anything attached to it
 - (i) used in circumstances where insurance or security is required by law
 - (ii) where indemnity is provided by any other policy or security
- (b) watercraft hovercraft or aircraft

9 PROPERTY DAMAGE EXCESS

the amount of any EXCESS specified in the Schedule in respect of each and every claim for loss of or damage to property

10 DATE RECOGNITION/DISCONTINUITY

liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the INSURED or not and whether occurring before during or after the year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of
 - (a) treating any date otherwise than as its true calendar date
 - (b) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or
 - (c) otherwise to function correctly

PUBLIC LIABILITY SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

11 POLLUTION

liability in respect of POLLUTION or CONTAMINATION including the cost of removing nullifying or cleaning up POLLUTING or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that

- (a) all POLLUTION or CONTAMINATION which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- (b) the liability of the COMPANY for all damages and claimants costs and expenses payable in respect of all POLLUTION or CONTAMINATION which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

but in no event shall this Policy cover any liability in respect of POLLUTION or CONTAMINATION including the cost of removing nullifying or cleaning up POLLUTING or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION in the United States of America or Canada

PUBLIC LIABILITY SECTION (continued)

EXCLUSIONS – continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

12 ASBESTOS

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This Exclusion shall not apply in respect of such removal or disposal provided that

- 1 such activity does not form part of the INSUREDS usual TRADE or BUSINESS or contract and
- 2 the discovery of asbestos by the INSURED is unintentional and accidental and
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- 4 an HSE licensed asbestos removal contractor is employed if legally required
 - (a) to make safe the area in which the discovery is made as soon as is practicable
 - (b) who has Employers Liability and Public Liability insurances in force
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and
 - (ii) that do not exclude the work to be carried out

13 MOULD

liability arising out of mould or toxic mould

PUBLIC LIABILITY SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 CROSS LIABILITIES

If more than one person is named in the Schedule as the INSURED the COMPANY will indemnify each person as though a separate Policy had been issued to each person and the COMPANY agrees to waive all rights of subrogation against any such person

Provided that the total liability of the COMPANY in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

2 LEGAL COSTS AND EXPENSES

The COMPANY will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

3 DEFECTIVE PREMISES ACT 1972

The COMPANY will indemnify the INSURED against liability for INJURY loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the INSURED for purposes pertaining to the TRADE or BUSINESS and since disposed of by the INSURED

The COMPANY will not be liable under this Extension

- (a) for INJURY loss or damage happening prior to the disposal of the premises
- (b) for the costs of remedying any defect or alleged defect in the premises disposed of
- (c) if the INSURED is entitled to indemnity from any other source

4 LEGAL DEFENCE COSTS

The COMPANY will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the INSURED
- (b) at the INSURED'S request any DIRECTOR PARTNER or EMPLOYEE

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the TRADE or BUSINESS within the TERRITORIAL LIMITS
- (b) relates to the health safety and welfare of any person other than a DIRECTOR or EMPLOYEE

The COMPANY will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE

PUBLIC LIABILITY SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

- 5 MOTOR CONTINGENT LIABILITY
- The COMPANY will indemnify the INSURED against legal liability arising out of the use by any EMPLOYEE for the purposes of the TRADE or BUSINESS of any motor vehicle not belonging to or provided by the INSURED
- The COMPANY will not be liable under this Extension in respect of
- (a) indemnifying any party other than the INSURED
 - (b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
 - (c) INJURY loss or damage arising while such vehicle is being driven by the INSURED or any PARTNER or DIRECTOR
 - (d) legal liability where indemnity is provided under any other insurance or security
 - (e) INJURY to any EMPLOYEE
 - (f) INJURY loss or damage occurring outside any country within the European Union
- 6 LEASED AND RENTED PREMISES
- The COMPANY will indemnify the INSURED against legal liability for loss or damage to premises leased hired or rented to the INSURED for the purpose of the TRADE or BUSINESS within the TERRITORIAL LIMITS
- The COMPANY will not be liable under this Extension in respect of
- (a) the first £100 of such loss or damage caused otherwise than by fire or explosion
 - (b) liability for loss or damage assumed by the INSURED under a tenancy or other agreement which would not have attached in the absence of such agreement
- 7 CONTRACTUAL LIABILITY
- The COMPANY will indemnify the INSURED in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in the COMPANY
- The COMPANY will not be liable for
- (a) liquidated damages fines or penalties
 - (b) loss or damage to material property against which the INSURED is required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
 - (c) loss or damage to material property brought on to any site of CONTRACT or place of work for the purpose of such CONTRACT or work
 - (d) liability arising from PRODUCTS supplied under a contract of sale
- 8 MECHANICAL PLANT AS TOOL OF TRADE
- The COMPANY will indemnify the INSURED in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the TERRITORIAL LIMITS but not in respect of any liability
- (a) in connection with any watercraft hovercraft or aircraft
 - (b) if indemnity is provided under any other insurance or security
 - (c) which is required to be insured under any road traffic legislation or is the subject of other security

PUBLIC LIABILITY SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

9 INDEMNITY TO PRINCIPAL

The COMPANY will indemnify any PRINCIPAL in respect of the legal liability of such PRINCIPAL arising out of work carried out by the INSURED under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the INSURED
- (b) the PRINCIPAL complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the COMPANY

10 COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the COMPANY in connection with a claim in respect of which the INSURED is entitled to indemnity under this Section the COMPANY will provide compensation to the INSURED at the following rates per day for each day on which attendance is required

- (a) any DIRECTOR or PARTNER £500
- (b) any EMPLOYEE £250

11 DATA PROTECTION ACT 1998

The COMPANY will indemnify the INSURED against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the TRADE or BUSINESS
- (b) the INSURED is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

The COMPANY will not be liable for

- (i) liability arising from
 - a) the processing of data for reward
 - b) the determining of the financial status of a person
 - c) a deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE from which liability could reasonably be expected by the INSURED or any DIRECTOR PARTNER or EMPLOYEE having regard to the nature and circumstances of such act or omission
 - d) any agreement which would not have attached in the absence of such agreement
 - e) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in excess of the Limit of Indemnity stated in the Schedule

PUBLIC LIABILITY SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

12 OVERSEAS PERSONAL LIABILITY

The COMPANY will indemnify the INSURED or any DIRECTOR PARTNER or EMPLOYEE or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- (a) INJURY to any person
- (b) physical loss of or physical damage to material property

occurring during the Period of Insurance within the territories stated in (2) and (3) of the TERRITORIAL LIMITS during temporary visits in connection with the TRADE or BUSINESS

Provided that

- (i) the conduct and control of all claims is vested in the COMPANY
- (ii) any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) the liability of the COMPANY will not exceed the Limit of Indemnity stated in the Schedule

The COMPANY will not be liable

- (i) for liability arising from
 - (a) any business profession or trade
 - (b) ownership or occupation of land or buildings
 - (c) ownership possession or use of
 - firearms (other than sporting guns)
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - (d) property held in trust
 - (e) INJURY to the INSURED or such DIRECTOR PARTNER or EMPLOYEE or family member accompanying them
- (ii) for liability more specifically insured
- (iii) for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

13 MOVEMENT OF OBSTRUCTING VEHICLES

The COMPANY will indemnify the INSURED in respect of liability arising from any mechanically propelled vehicle (not owned or hired by or lent to the INSURED) being driven by the INSURED or any DIRECTOR PARTNER or EMPLOYEE with the INSUREDS and the vehicle owner's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned or hired by or lent to the INSURED or any DIRECTOR PARTNER or EMPLOYEE in connection with the TRADE or BUSINESS within the TERRITORIAL LIMITS during the Period of Insurance

Provided that

- (a) the vehicle causing obstruction is driven by a person who is competent to drive such vehicle
- (b) the movement of vehicles is limited to vehicles parked on or obstructing the INSUREDS own premises or at any site at which the INSURED is working
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key
- (d) the COMPANY will not be liable for
 - (i) the amount of the EXCESS specified in the Schedule in respect of each and every claim
 - (ii) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source
 - (iii) loss of or damage to such vehicle
 - (iv) liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle
- (e) this Extension shall not apply where the INSURED is carrying out the work of vehicle cleaning or valeting

PUBLIC LIABILITY SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

14 FINANCIAL LOSS

For the purpose of this Extension

- (a) Financial Loss means a pecuniary loss cost or expense incurred other than by the INSURED or any DIRECTOR PARTNER or EMPLOYEE
- (b) Retroactive Date means the date from which the INSURED has continuously maintained in force a policy of insurance against liability for Financial Loss

The COMPANY will indemnify the INSURED against legal liability for damages and claimants' costs and expenses in respect of any claim for Financial Loss first made against the INSURED during the Period of Insurance in connection with the TRADE or BUSINESS within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that

- (a) the liability of the COMPANY in respect of all claims made against the INSURED during any Period of Insurance including costs and expenses incurred by the COMPANY or with the COMPANYS consent in the defence and settlement of any claims shall not exceed £1,000,000 in the aggregate
- (b) the COMPANY will not be liable for
 - (i) liability which attaches to the INSURED by reason of an express term of contract unless liability would have attached to the INSURED in the absence of such term
 - (ii) liability arising
 - (a) from the non-performance non-completion or delay in completion of any contract or agreement
 - (b) from actual or alleged breach of duty breach of trust breach of contract neglect misstatement misleading statement or other act of fraud or dishonesty done or wrongfully attempted by the INSURED or any DIRECTOR PARTNER or EMPLOYEE

14 FINANCIAL LOSS (continued)

- (c) from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trade mark or registered design
- (d) from any professional act error omission or advice
- (e) in connection with the Data Protection Act 1998 or any amending legislation
- (f) out of any deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) liability for penalty sums fines liquidated damages or payments due under any statutory regulation or bye-law
- (iv) Financial Loss resulting from
 - (a) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water
 - (b) the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by or on behalf of the INSURED
 - (c) loss of or damage to information represented or stored electronically
- (v) claims arising out of
 - (a) INJURY to any person or physical loss of or physical damage to material property
 - (b) the exposure of persons buildings or property to asbestos
 - (c) the diminution of the value of any property

PUBLIC LIABILITY SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

14 FINANCIAL LOSS (continued)

- (d) any circumstances notified to previous insurers or circumstances known to the INSURED at the inception of this Extension which may give rise to a claim for Financial Loss
- (e) any cause happening before the Retroactive Date
- (vi) the first £5,000 of each and every claim
- (c) if during the period of this Policy the INSURED becomes aware of any circumstances which may be likely to give rise to a claim falling under this Extension and the INSURED gives written notice to the COMPANY of such circumstances during the Period of Insurance any claim which may subsequently be made against the INSURED arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the period of this Policy whenever such claim may actually be made

15 INDEMNITY TO PLANT OWNERS

Where any contract or agreement entered into by the INSURED for the hire of plant so requires the COMPANY will indemnify any owner from whom the INSURED has hired contractors' plant or equipment to the extent required by the contract between the INSURED and the plant owner in respect of the legal liability of such owner arising from the hire of plant by the INSURED from such plant owner

Provided that

- (a) the sole conduct and control of all claims is vested in the COMPANY
- (b) the plant owner complies with observes fulfils and is subject to the terms Conditions Exclusions and limits of this Policy in so far as they can apply
- (c) an indemnity would have been provided under this Policy had the claim been made against the INSURED

16 PRODUCTS (DEFECTIVE DESIGN INDEMNITY FOR OWN CONTRACTS)

The COMPANY will indemnify the INSURED in respect of liability in accordance with the cover provided by this Section caused by or arising from or out of defective design specification or formulation of any PRODUCTS supplied and forming part of an overall contract for work being carried out by the INSURED

Provided that the liability of the COMPANY under this Extension for all indemnity payable in respect of or arising out of such PRODUCTS will not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

Exclusion 4 of this Section shall not apply to this Extension

PUBLIC LIABILITY SECTION - SPECIAL EXTENSION

This Extension is subject to all other terms Conditions and Exclusions of the Policy

JCT CLAUSE 21.2.1 (OR EQUIVALENT) EXTENSION

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Extension

WORKS

means all work executed or to be executed under the terms of an AGREEMENT except in so far as any part or parts thereof are the subject of a Certificate of PRACTICAL COMPLETION

AGREEMENT

means a written contract between the Contractor (named as the INSURED in the Schedule) and an Employer which requires the Contractor to effect JCT 21.2.1 (or any identical obligation in other forms of contract) insurance in the joint names of the Contractor and the Employer

THE INSURANCE

Where the Contractor (named as the INSURED in the Schedule) enters into an AGREEMENT during the Period of Insurance and is instructed to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract (or any identical obligation in other forms of contract including JCT IC Clause 6.5.1) the COMPANY will indemnify the Contractor and Employer named in the AGREEMENT as Joint Insured in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of INJURY or physical loss of or physical damage to material property caused by

21.2.1 PERILS

Collapse subsidence heave vibration weakening or removal of support or lowering of ground water

arising out of or in the course of or by reason of the carrying out of the WORKS and occurring within the TERRITORIAL LIMITS during the period stated in the AGREEMENT and specified by the COMPANY in the Schedule as the Period of Cover

Provided that

- (a) the liability of the COMPANY under this Extension shall not exceed in respect of each AGREEMENT the Limit of Indemnity for the Public Liability Section stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause but the COMPANY will in addition pay all legal costs and expenses incurred with its written consent in the defence investigation or settlement of any claim
- (b) the Contractor and the Employer shall observe fulfil and be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (c) the Contractor shall provide to the COMPANY full details of each AGREEMENT to which this Extension is to apply prior to the commencement of the AGREEMENT or within twenty-eight (28) days of such commencement and shall pay any additional premiums as the COMPANY may require in respect thereof for the continuation of indemnity under this Extension
- (d) pending provision of full details of each AGREEMENT by the Contractor
 - (i) the Limit of Indemnity shall not exceed £1,000,000 or the Limit of Indemnity for the Public Liability Section stated in the Schedule whichever is the less for all claims arising out of one AGREEMENT

PUBLIC LIABILITY SECTION - SPECIAL EXTENSION (continued)

This Extension is subject to all other terms Conditions and Exclusions of the Policy

JCT CLAUSE 21.2.1 (OR EQUIVALENT) EXTENSION (continued)

- (ii) a provisional EXCESS of £500 shall apply to each such AGREEMENT
- (iii) unless otherwise agreed in writing the COMPANY will not be liable for any loss claim expense or proceedings arising out of
 - (a) tunnelling piling or underpinning
 - (b) deliberate dewatering
 - (c) the use of explosives
 - (d) demolition of any building or structure
 - (e) shoring up or propping of any building or structure
- (e) following provision of full details of each AGREEMENT by the Contractor the COMPANY shall have the right to give seven (7) days notice of cancellation of cover granted by this Extension or specify the terms EXCESS(ES) and additional premiums to apply to such AGREEMENT

EXCLUSIONS applicable to this Extension

These apply in addition to the General Exclusions

The COMPANY will not be liable for

- 1 NEGLIGENCE OMISSION OR DEFAULT
INJURY or damage caused by the negligence omission or default of the Contractor his servants or agents or of any subcontractor his servants or agents for which the Contractor is liable under Clause 20.2 (or equivalent clause in other forms of contract)
- 2 ERRORS OR OMISSIONS
INJURY or damage attributable to errors or omissions in the designing of the WORKS
- 3 FORESEEABLE INJURY OR DAMAGE
INJURY or damage which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- 4 CLAUSE 22C.1
INJURY or damage which it is the responsibility of the Employer to insure under Clause 22C.1 (or equivalent clause in other forms of contract)
- 5 CONTRACT WORKS
damage to any work executed or to be executed under the provisions of the AGREEMENT prior to the issue of a Certificate of PRACTICAL COMPLETION or material brought onto the site of the WORKS for incorporation therein or tools equipment temporary buildings or any other property brought onto the site of the WORKS for the purposes of the execution of the WORKS
- 6 PENALTIES
any penalty under contract or agreement or any sum payable by way of damages for breach of contract or agreement

PUBLIC LIABILITY SECTION - SPECIAL EXTENSION (continued)

This Extension is subject to all other terms Conditions and Exclusions of the Policy

JCT CLAUSE 21.2.1 (OR EQUIVALENT) EXTENSION (continued)

7 OTHER INSURANCE

INJURY or damage which is recoverable under any other insurance effected for the benefit of the Contractor or Employer either singly or jointly

8 EXCESS

the EXCESS of £500 in respect of each and every claim

CONDITIONS applicable to this Extension

1 OTHER CONTRACT FORMS

Clause 21.2.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract shall be synonymous with identical clauses in other forms of contract

2 COMMENCEMENT DATE OF AGREEMENT

The date of commencement of any AGREEMENT shall be within the Period of Insurance of this Policy

PUBLIC LIABILITY SECTION - CONDITIONS

These Conditions apply in addition to the General Conditions

1 HEAT EQUIPMENT PRECAUTIONS

It is a condition precedent to the liability of the COMPANY that the following precautions must be observed on each occasion there is use away from the INSUREDS premises of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

- (a) equipment will be lit as short a time as possible before use and extinguished immediately after use
- (b) equipment which is lit or switched on must not be left unattended
- (c) at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- (d) the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
- (e) a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases

2 BITUMASTIC PRODUCTS PRECAUTIONS

It is a condition precedent to the liability of the COMPANY that

- (a) bitumastic products (other than proprietary branded roofing felt products heated and used in accordance with the manufacturer's instructions) are not heated in or on any building
- (b) vessels for heating bitumastic products are continuously attended whilst heating is taking place

3 FLAMMABLE SOLVENT PRECAUTIONS

It is a condition precedent to the liability of the COMPANY that the following precautions must be observed on each occasion there is use away from the INSUREDS premises of solvents or glues with a flashpoint below 23 degrees Centigrade

- (a) smoking must not take place
- (b) no item for the application or supply of heat must be used
- (c) prior to commencement of work the site of work must be checked by the INSURED and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained at the site of work

4 UNDERGROUND SERVICES PRECAUTIONS

It is a condition precedent to the liability of the COMPANY that prior to the commencement of any digging or excavation work the INSURED must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures

5 BONA FIDE SUBCONTRACTORS

It is a condition precedent to the liability of the COMPANY that in respect of the INSUREDS liability for any claim arising out of or in connection with work undertaken for or on behalf of the INSURED by independent contractors (bona fide subcontractors) the INSURED will at the time of appointing such contractors and at least annually thereafter obtain written evidence that such contractors have in force throughout the duration of their contract with the INSURED a policy of insurance covering Public Liability and Products Liability insurance

- (a) providing cover for legal liability for INJURY to any person and physical loss of or physical damage to material property

PUBLIC LIABILITY SECTION – CONDITIONS (continued)

These Conditions apply in addition to the General Conditions

- 5 BONA FIDE SUBCONTRACTORS (continued)
- (b) with a Limit of Indemnity equal to that provided under this Policy or £2,000,000 whichever is the less
 - (c) containing an Indemnity to Principal clause or extension and
 - (d) including cover for all of the work to be undertaken on behalf of the INSURED

No claim will be payable under this Section in relation to work undertaken for or on behalf of the INSURED by independent contractors (bona fide subcontractors) unless the INSURED shall have retained a copy of such written evidence of the Public Liability and Products Liability insurance policy held by such contractors (being a copy of the current relevant insurance policy and schedule or other written proof)

The INSURED may appoint independent contractors (bona fide subcontractors) to carry out work for the INSURED in an emergency where there is insufficient time to obtain written evidence provided always that the INSURED have obtained verbal confirmation from such contractors that the insurances detailed above are in force and a full written record of the inquiry is made by the INSURED and retained

CONTRACTORS ALL RISKS SECTION

The Contractors All Risks Section is operative only if Contractors All Risks is shown as an Insured Section in the Schedule

THE INSURANCE

The COMPANY will indemnify the INSURED by payment or at the option of the COMPANY by reinstatement or repair for DAMAGE occurring within England Scotland Wales Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man during the Period of Insurance to

- 1 the Contract Works being the permanent and temporary works forming part of the CONTRACT including materials or other goods for incorporation therein whilst
 - (a) on the CONTRACT site
 - (b) in transit to or from the CONTRACT site by road rail or inland waterway
 - (c) temporarily stored elsewhere than on any CONTRACT site
- 2 temporary site buildings or other temporary site accommodation
- 3 construction plant equipment and machinery and all other property used or intended to be used in connection with the CONTRACT being the property of the INSURED whilst
 - (a) on the CONTRACT site
 - (b) in transit to or from the CONTRACT site by road rail or inland waterway
 - (c) elsewhere but only in respect of construction plant equipment and machinery returned for maintenance or repair or awaiting transfer to the CONTRACT site
- 4 EMPLOYEES tools and personal effects whilst
 - (a) on the CONTRACT site
 - (b) in transit to or from the CONTRACT site by road rail or inland waterway

EXCLUSIONS

These apply in addition to the General Exclusions
The COMPANY will not be liable for

- 1 MYSTERIOUS DISAPPEARANCE
any loss of property discovered only at the time of taking an inventory and when the loss cannot be attributed to any specific event unless such loss can be traced to an occurrence notified to the COMPANY within the terms of General Condition 5 of this Policy
- 2 CRAFT/VEHICLES/DEEDS/BONDS/MONEY/PRECIOUS METALS/JEWELLERY
loss damage or destruction to any
 - (a) aircraft hovercraft or watercraft (other than hand propelled watercraft)
 - (b) mechanically propelled vehicle or item of plant except to any such vehicle or item of plant that is not insured under a specific motor vehicle or other insurance policy and whose prime purpose is use as a tool of trade within the site of the CONTRACT or depots and not the conveyance of plant or materials to and from the site of the CONTRACT
 - (c) deeds bonds bills of exchange promissory notes cash postal orders bank notes cheques luncheon or credit vouchers money orders securities for money negotiable instruments credit cards or stamps
 - (d) precious metals or jewellery
- 3 CONSEQUENTIAL LOSS
consequential loss of any kind or description whatsoever including loss of use penalties losses due to delay lack of performance or loss of contract but this Exclusion shall not apply in respect of liability for the payment of continuing hire charges where and to the extent that such cover is provided and operative under Extension 9 of this Section

CONTRACTORS ALL RISKS SECTION (continued)

THE INSURANCE (continued)

- 5 Hired in Plant for which liability has been assumed under indemnity clauses incorporated in plant hiring agreements entered into by the INSURED whilst
- (a) on the CONTRACT site (including whilst in the custody or control of independent contractors appointed by and undertaking work for or on behalf of the INSURED)
 - (b) in transit to or from the CONTRACT site by road rail or inland waterway
 - (c) at the premises of the INSURED
 - (d) elsewhere but only in respect of Hired in Plant returned for maintenance or repair or awaiting transfer to the CONTRACT site

Provided that

- (a) such property is property belonging to the INSURED and/or their EMPLOYEES or for which the INSURED is responsible
- (b) a Limit of Indemnity in respect of such property is stated in the Schedule
- (c) the liability of the COMPANY for all DAMAGE arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity in respect of each item of Property Insured stated in the Schedule

EXCLUSIONS

These apply in addition to the General Exclusions

The COMPANY will not be liable for

- 4 DEFECTIVE DESIGN/WORKMANSHIP
loss damage or destruction due to or caused by
- (a) fault defect error or omission in design plan or specification
 - (b) defective workmanship or materials provided that this Exclusion shall be limited to the structure or work immediately affected and shall not be deemed to exclude DAMAGE to other parts of the Contract Works or other insured property by an accident resulting from such defect
 - (c) latent defect or inherent vice
- 5 WEAR/TEAR/GRADUAL DETERIORATION
loss damage or destruction caused by or arising from
- (a) wear and tear wet or dry rot mildew rust corrosion insects vermin erosion depreciation gradual or other deterioration or obsolescence
 - (b) scratching or chipping of surfaces
 - (c) hardening or setting of materials due to delay in their use or application unless such delay unavoidably results from DAMAGE otherwise insured under this Section
- 6 WILFUL ACTS/WILFUL NEGLIGENCE
loss damage or destruction caused by or arising from any wilful act or wilful neglect by the INSURED or any DIRECTOR PARTNER or EMPLOYEE

CONTRACTORS ALL RISKS SECTION (continued)

EXCLUSIONS

These apply in addition to the General Exclusions
The COMPANY will not be liable for

- 7 MECHANICAL/ELECTRICAL BREAKDOWN
loss damage or destruction caused by or arising from mechanical or electrical breakdown failure breakage or derangement other than that resulting from the negligence of the INSURED for which they are responsible under the terms of a hiring agreement
Provided that this Exclusion shall apply only to the items of plant equipment or other property immediately affected and will not extend to DAMAGE to other separate items of plant equipment or other property insured under this Section resulting therefrom
- 8 LOSS OR DAMAGE FOLLOWING COMPLETION
loss damage or destruction to the Contract Works or any part thereof
- (a) in respect of which a Certificate of PRACTICAL COMPLETION has been issued or
 - (b) which has been completed and handed over to the PRINCIPAL or
 - (c) which has been taken into use service or occupation with the permission of either the INSURED or the PRINCIPAL for any purpose other than the performance of the CONTRACT
- unless such loss damage or destruction
- (i) occurs during the MAINTENANCE PERIOD from a cause arising prior to the commencement of the MAINTENANCE PERIOD
 - (ii) be caused by the INSURED in the course of fulfilling his obligations during the MAINTENANCE PERIOD in accordance with the conditions of the CONTRACT or
 - (iii) occurs during a period not exceeding 14 days after the issue of a Certificate of PRACTICAL COMPLETION but only to the extent that the INSURED may be responsible under the conditions of the CONTRACT

CONTRACTORS ALL RISKS SECTION (continued)

EXCLUSIONS

These apply in addition to the General Exclusions
The COMPANY will not be liable for

- 9 UNALLOCATED STOCK EQUIPMENT
MACHINERY OR CONTENTS
loss damage or destruction to unallocated stock
fixed equipment and machinery materials or
other contents at the INSUREDS permanent
offices depots or factories which are not intended
for use at the site of the CONTRACT or which
are being worked upon in preparation for use at
the site of the CONTRACT

- 10 EXCESS
the amount of any EXCESS(ES) specified in the
Schedule for this Section in respect of each and
every claim except that
 - (a) an EXCESS shall not apply in respect of
plant hired in where DAMAGE is caused by
fire
 - (b) an EXCESS of £500 will apply in respect of
each and every claim resulting from theft
attempted theft or damage by malicious
persons

- 11 TYRES
loss damage or destruction to tyres unless the
vehicle or plant is damaged at the same time

- 12 RELIEF OF RESPONSIBILITY UNDER
CONTRACT CONDITIONS
loss damage or destruction for which the
INSURED is relieved of responsibility by the
conditions of the CONTRACT

CONTRACTORS ALL RISKS SECTION (continued)

EXCLUSIONS

These apply in addition to the General Exclusions

The COMPANY will not be liable for

13 CESSATION OF WORK

loss damage or destruction due to or arising from
cessation of work whether total or partial

14 CONFISCATION COMMANDEERING

NATIONALISATION OR REQUISITION

loss damage or destruction arising from or
caused by confiscation commandeering
nationalisation or requisition or destruction of or
damage to property by order of any government
or any public or local authority

15 PLANT IN TRANSIT AND TOWER CRANES

loss damage or destruction to any

(a) plant which is in transit other than by road
rail or inland waterway

(b) tower cranes

16 BRIDGES VIADUCTS SUBWAYS TUNNELS

MOTORWAYS DAMS OR NUCLEAR

INSTALLATIONS

loss damage or destruction arising from or
caused by any work on bridges viaducts subways
tunnels motorways dams or nuclear installations

17 WATER RIVERS LAKES RESERVOIRS DAMS

TIDAL WATERS

loss damage or destruction arising from or
caused by any work in under or over water or
adjoining or adjacent to rivers lakes reservoirs
dams or tidal waters or within cofferdams or
caissons

18 DAMAGE TO STRUCTURES

loss damage or destruction to any property

(a) forming part of any structure

(b) which has formed part of any structure
prior to the commencement of the CONTRACT

CONTRACTORS ALL RISKS SECTION (continued)

EXCLUSIONS

These apply in addition to the General Exclusions
The COMPANY will not be liable for

19 UNATTENDED VEHICLES OR TRAILERS

loss damage or destruction to any property insured by items 3 4 and 5 whilst in any unattended motor vehicle and/or trailer between the hours of 20.00 and 07.00 unless the vehicle or trailer

- (a) is in a securely locked building compound or garage or
- (b) has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle

CONTRACTORS ALL RISKS SECTION - EXTENSIONS

These Extensions are subject to all the terms Conditions and Exclusions of this Section and of the Policy

The indemnity provided by this Section shall extend to include

1 EMPLOYER/PRINCIPAL

The interest of the INSUREDS Employer/PRINCIPAL solely to the extent required by the conditions of the CONTRACT in force between the INSURED and his Employer/PRINCIPAL provided always that such Employer/PRINCIPAL shall as if he were the INSURED observe fulfil and be subject to the terms Conditions and Exclusions of this Policy

2 DEBRIS REMOVAL

Payment of the necessary costs and expenses incurred by the INSURED with the consent of the COMPANY for the

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of any damaged property forming the basis of a claim under this Section of the Policy

3 PROFESSIONAL FEES

Payment of architects surveyors consultants and other professional fees necessarily incurred by the INSURED in the reinstatement of the Property Insured consequent upon its DAMAGE but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale or schedule of charges of the appropriate body or institute nor 10% of the Limit of Indemnity stated in the Schedule in respect of the Contract Works

4 PLANS

DAMAGE to deeds plans drawings specifications and files provided that the liability of the COMPANY shall be restricted to the value of the materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to the INSURED of the information contained therein

5 INCREASE IN VALUE

In the event of an increase in the value of any CONTRACT an automatic increase in the Limit of Indemnity in respect of the Contract Works for such CONTRACT provided that the amount of such increase shall not exceed 25% of the Limit of Indemnity stated in the Schedule in respect of the Contract Works

6 LEGAL COSTS

Payment of legal costs and expenses incurred with the written consent of the COMPANY in respect of any claim relating to DAMAGE to Hired in Plant which may be the subject of indemnity under this Policy

7 FREE ISSUE MATERIALS

In respect of the item on Contract Works the indemnity includes free issue materials supplied by or on behalf of a PRINCIPAL for incorporation in the Contract Works and which are the responsibility of the INSURED under the CONTRACT provided that the total value of such materials is included in the declaration provided to the COMPANY by the INSURED under General Condition 13

CONTRACTORS ALL RISKS SECTION - EXTENSIONS (continued)

These Extensions are subject to all the terms Conditions and Exclusions of this Section and of the Policy

8 SUPPLY ONLY CONTRACTS

The COMPANY will indemnify the INSURED by payment or at the option of the COMPANY by reinstatement or repair in respect of DAMAGE occurring within England Scotland Wales Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man during the Period of Insurance to materials for supply only contracts where the INSURED is not undertaking the installation of such materials

Provided that

- (a) the insurance under this Extension shall only apply whilst the materials are in transit and
- (b) the liability of the COMPANY under this Extension shall not exceed £25,000 in respect of each and every claim
- (c) the COMPANY shall not be liable for DAMAGE to materials whilst on any marine vessels or craft

9 CONTINUING HIRED IN PLANT CHARGES

The indemnity provided by this Section shall extend to include legal liability assumed by the INSURED under indemnity clauses incorporated in plant hiring agreements for payment of continuing hire charges for a period not exceeding 90 days following DAMAGE to Hired in Plant for which a claim has been accepted by the COMPANY under this Section

Provided that

- (a) the COMPANY shall not be liable for
 - (i) hire charges in respect of the first 48 hours that the plant is out of commission following DAMAGE
 - (ii) hire charges in respect of tower cranes or scaffolding
- (b) the liability of the COMPANY under this Extension shall not exceed £25,000 during any one Period of Insurance

10 REINSTATEMENT BASIS OF SETTLEMENT

In the event of DAMAGE to construction plant equipment or tools less than three years old insured under this Section the basis upon which the amount payable under such items will be calculated shall be the cost of reinstatement being

- (a) where the property is lost or destroyed the cost of its replacement by similar property
- (b) where the property is damaged the cost of repairing or restoring the damaged portions in either case to a condition substantially the same as but not better or more extensive than its condition when new

subject to the Provisions set out below

CONTRACTORS ALL RISKS SECTION - EXTENSIONS (continued)

These Extensions are subject to all the terms Conditions and Exclusions of this Section and of the Policy

10 REINSTATEMENT BASIS OF SETTLEMENT (continued)

Provisions

1 Alternative Basis of Settlement

The COMPANYS liability will be limited to the Alternative Basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its DAMAGE the property is covered by any other insurance effected by or on behalf of the INSURED and such other insurance is not on the identical basis of reinstatement defined herein

Under the Alternative Basis of Settlement the COMPANY will pay the value of the property at the time of its loss or destruction or the amount of the damage including the costs of

- removing debris
- professional fees

as set out in Extensions 2 and 3 of this Section subject to the provisions and exclusions applying to such Extensions

2 Partial Damage

Where DAMAGE occurs to only part of the property the COMPANYS liability will not exceed the amount which the COMPANY would have been liable to pay had the property been wholly destroyed

3 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the INSURED provided that it does not increase the COMPANYS liability

11 NEGLIGENT BREAKDOWN OF HIRED IN PLANT

The COMPANY will indemnify the INSURED in respect of DAMAGE occurring within England Scotland Wales Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man during the Period of Insurance to any machinery plant tools or equipment which is

- (a) hired by the INSURED for use in connection with the TRADE or BUSINESS and
- (b) insured under this Section

caused by the negligence or misuse or misdirection of such property by the INSURED

Provided that the liability of the COMPANY under this Extension shall not exceed £5,000 in respect of any one item or £25,000 in respect of any one occurrence

CONTRACTORS ALL RISKS SECTION – OPTIONAL EXTENSIONS

These Extensions are operative only if a Limit of Indemnity is shown for such Extension in the Schedule and are subject to all the terms Conditions and Exclusions of this Section and of the Policy

The indemnity provided by this Section shall extend to include

- A DAMAGE to contents of private show houses bungalows flats or maisonettes the property of the INSURED or for which they are responsible

- B DAMAGE to houses bungalows flats or maisonettes erected by and the property of the INSURED or for which they are responsible

The liability of the COMPANY under Extensions A and B shall not exceed the Limit of Indemnity stated in the Schedule

CONTRACTORS ALL RISKS SECTION – CONDITIONS

These Conditions apply in addition to the General Conditions

1 COMPANY'S LIABILITY

Unless stated otherwise the COMPANY'S liability in any one Period of Insurance under this Section shall not exceed

- (a) in the whole the Limit of Indemnity or in respect of any item its Limit of Indemnity or any other limit of liability stated in the Policy at the time of the DAMAGE
- (b) the Limit of Indemnity or limit of liability remaining after deduction for any other DAMAGE occurring during the same Period of Insurance

FIDELITY GUARANTEE SECTION

The Fidelity Guarantee Section is operative only if Fidelity Guarantee is shown as an Insured Section in the Schedule

The COMPANY will indemnify the INSURED for direct loss of MONEY or goods belonging to the INSURED or to customers of the INSURED caused by any act of THEFT committed during the Period of Insurance by an EMPLOYEE normally resident within the TERRITORIAL LIMITS and discovered not later than 12 months after the termination of

- (a) this insurance
 - (b) the employment of the EMPLOYEE committing such act of THEFT
- whichever occurs first

LIMIT OF INDEMNITY

The liability of the COMPANY under this Section in respect of any ONE CLAIM caused by the EMPLOYEE shall not exceed the Limit of Indemnity stated in the Schedule

In the event that ONE CLAIM is caused by two or more EMPLOYEES ACTING IN COLLUSION the liability of the COMPANY in all shall not exceed the Limit of Indemnity stated in the Schedule

Irrespective of the number of Periods of Insurance during which this insurance (and any insurance issued in substitution therefor) shall remain in force the total liability of the COMPANY in respect of any ONE CLAIM shall not exceed the Limit of Indemnity stated in the Schedule

EXCLUSIONS

These apply in addition to the General Exclusions

The COMPANY will not be liable for

- 1 loss of interest or consequential loss of any kind
- 2 the amount of the EXCESS specified in the Schedule in respect of any ONE CLAIM
- 3 loss caused by an act of any EMPLOYEE committed prior to the inclusion of that EMPLOYEE under this Section
- 4 further acts of THEFT by an EMPLOYEE immediately following the discovery by the INSURED of an act of THEFT by that EMPLOYEE

FIDELITY GUARANTEE SECTION - SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section and not as defined elsewhere in this Policy

ACTING IN COLLUSION

means all circumstances where two or more EMPLOYEES are concerned or implicated together or materially assist each other in committing the acts of THEFT

EMPLOYEE

means any person

- (a) under a contract of service or apprenticeship with the INSURED or
- (b) undergoing training under any Government approved training scheme under the control of the INSURED whilst in the service of the INSURED in connection with the TRADE or BUSINESS within the TERRITORIAL LIMITS

The term EMPLOYEE shall include

- (a) any DIRECTOR if such person
 - (i) is also employed by the INSURED under a contract of service and
 - (ii) controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- (b) any person retired from full time employment with the INSURED who is working for the INSURED as a consultant under the control or direction of the INSURED

ONE CLAIM

means all acts of THEFT throughout the continuation of this insurance (or any insurance issued in substitution therefor or for which this insurance is substituted) committed by one individual EMPLOYEE or by two or more EMPLOYEES ACTING IN COLLUSION

TERRITORIAL LIMITS

means England Scotland Wales the Channel Islands and the Isle of Man

THEFT

means any act of fraud or dishonesty by an EMPLOYEE committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the EMPLOYEE to receive such gain other than salaries fees commission or other EMPLOYEE benefit earned in the normal course of employment

FIDELITY GUARANTEE SECTION – CONDITIONS

To the extent these conditions are able to take effect as conditions precedent to the liability of the COMPANY under this Section they are deemed to be conditions precedent to the liability of the COMPANY and apply in addition to the General Conditions

1 NON CONTRIBUTION

If at the time of any loss of MONEY or goods belonging to the INSURED or to customers of the INSURED or at the time a claim for such property arises the INSURED is or would but for the existence of this Insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the COMPANY shall not be liable for more than its rateable proportion thereof and the INSURED will declare to the COMPANY the existence and terms of any other such insurance guarantee or fund and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance guarantee or fund

2 MONEY DUE TO EMPLOYEES

If upon discovery of any loss

- (a) any MONEY of the EMPLOYEE responsible for such act of THEFT in the INSUREDS possession and
- (b) any MONEY salary fee or commission which but for the EMPLOYEES THEFT would have been due to the EMPLOYEE from the INSURED

is legally withheld by the INSURED and remains in the INSUREDS possession after termination of the employment of such EMPLOYEE the total of such sums shall be deducted by the COMPANY from the amount of the loss

3 MONEY RECOVERED

In the event that the INSUREDS claim exceeds the Limit of Indemnity any MONEY recovered less costs incurred in recovery shall accrue

- (a) firstly to the benefit of the INSURED to reduce or extinguish the amount of the INSUREDS loss (but not the EXCESS)
- (b) thereafter to the benefit of the COMPANY to the extent of the claim paid or payable and
- (c) finally to the benefit of the INSURED where the EXCESS has been deducted from the claim

4 OBTAINING REIMBURSEMENT

The INSURED shall give all reasonable assistance to the COMPANY in suing for and obtaining reimbursement from any EMPLOYEE responsible for any act of THEFT in respect of losses paid or payable under this insurance

FIDELITY GUARANTEE SECTION – CONDITIONS (continued)

5 VETTING OF EMPLOYEES

It is a condition precedent to any liability of the COMPANY that the INSURED shall obtain satisfactory references to confirm the honesty of each EMPLOYEE engaged after commencement of this Policy whose duties may involve unsupervised work at the premises of customers of the INSURED

Such references shall be obtained directly either from each EMPLOYEES

- (a) last two former employers or
- (b) their former sole employer during the three years immediately preceding engagement or
- (c) their last former employer in the event that such EMPLOYEE has not been employed during the three years immediately preceding engagement

whichever is the less and before the EMPLOYEE is entrusted without supervision

References need not be obtained in respect of EMPLOYEES who have satisfactorily and continuously served the INSURED for at least one year in another capacity before being entrusted with the duties referred to above

In respect of EMPLOYEES joining directly from school or government sponsored youth training schemes one character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each written reference and the record of any verbal reference shall be retained by the INSURED and shall be made available for inspection by the COMPANY on request