

# Your *Tradesperson* insurance policy booklet



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# Business Advice Service

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These helpline services are provided for Your use whilst this Policy is in force.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

## Eurolaw Commercial Legal and UK Tax Advice

### 0345 878 5024

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice and guidance on any commercial legal problem affecting the Business such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- the United Kingdom
- the Channel Islands and the Isle of Man
- any member country of the European Union
- Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit You.

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will

refer You to one of DAS' specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call You back.

DAS offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You the next working day between 9am and 5pm.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited (DAS). All calls may be recorded.**

## Counselling Helpline

### 0345 878 5029

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for any employee (and their immediate family who permanently live with them) over the telephone if they are aged 18 or over and to 16 and 17 year olds, provided they are in full-time employment, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family.

This service can also help with:

- Onward referral to relevant voluntary, self-help groups or professional services

- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face-to-face counsellors in Your area.

Any costs arising from the use of these referral services will not be paid by DAS.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Ltd. All calls may be recorded.**

## Health and Medical Assistance Helpline

**0345 878 5031**

Health and medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance concerning:

- Exercise Information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Nutrition assessment
- Complementary health
- Bespoke fact sheets can be sent out if requested.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Ltd, all calls may be recorded.**

In addition to these helplines, DAS offer on our behalf access to the DAS Employment Manual.

## Employment Manual

The DAS Employment Manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual).

If You would like notifications of when updates are made to the Employment Manual, please email us at [\*\*employmentmanual@das.co.uk\*\*](mailto:employmentmanual@das.co.uk) quoting Your policy number.

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# How to use Your Policy

We will provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

We have not given You a personal recommendation as to whether the Policy meets Your needs.

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

U K Insurance Limited.

Head Office: U K Insurance Limited, Registered address: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales Company No. 1179980.

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us on **0345 878 8194**.

## Your Schedule

Your Schedule provides details of the insurance provided, the Sections of the Policy which are operative and the levels of cover You have. Please examine Your Schedule to ensure it meets Your requirements.

## Using the Business Advice Service

Details of Our helplines are provided on the inside front cover of this policy booklet.

## How to make a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions 2 – Action by You.

To make a claim, phone **0345 878 8195**.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this policy booklet.

# General Definitions

**These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.**

**Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy will have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.**

**Bodily Injury** Bodily Injury which includes death, disease or illness.

**Business** The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

**Contract** Any contract or agreement entered into by You to carry out work in the course of the Business.

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

**Contract Works** The temporary or permanent works executed or in the course of execution by You or on Your behalf in the performance of the Contract including materials supplied by reason of the Contract and other materials for use in connection therewith.

**Craft** Any vessel or craft made or intended to float on or in or travel through water, air or space.

**Damage** Accidental loss, destruction or damage.

**Employee** Any person while working for You in connection with the Business who is:

- a** under a contract of service or apprenticeship with You;
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
- c** a labour master or person supplied by him;
- d** a person engaged by a labour only sub-contractor;
- e** a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;
- f** a driver or operator of hired-in plant;
- g** a trainee or person undergoing work experience; or
- h** a voluntary helper.

**Excess** The first amount of each and every claim for which You will be responsible as shown in the Schedule.

**Hired in Plant** Constructional machinery tools, equipment, temporary buildings, site huts and caravans hired by You in connection with the Business.

**Own Plant** Constructional machinery tools, equipment, temporary buildings, site huts and caravans belonging to You in connection with the Business.

**Period of Insurance**

- a** the period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and

**b** any subsequent period;

for which You will pay and We will agree to accept Your premium.

**Policy** This policy including the Sections and Schedule, all of which should be read together as one contract.

**Practical Completion** Completion except for the selection by the prospective purchaser, lessee, tenant or other occupant of decorations and/or final fitments.

**Property** Physical property.

**Schedule** The schedule applicable to the Policy.

**We/Us/Our** U K Insurance Limited and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

**You/Your** The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, shown as the Insured Name in the Schedule and, in respect of Section 2: Employers Liability, the Policyholder stated upon the Certificate of Employers Liability Insurance.

# General Conditions

**These Conditions apply to the Policy.  
You must comply with these Conditions.  
Where additional Conditions apply to a  
specific Section of the Policy, they are  
stated under that Section.**

## 1 Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy will be conditions precedent to Our liability to make any payment under this Policy.

## 2 Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, We may:
    - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 5 Cancellation by us) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;

- ii** neither deliberate nor reckless and We would not have:
  - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
    - i** will return any extra premium paid; or
    - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
  - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or
- iii** neither deliberate nor reckless and We:
  - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We require; and



**b** in respect of an alteration made to this Policy:

- i would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that We would have charged;

- ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of

item b iii a above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

- c** We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

### 3 Reasonable Precautions

You and any other person indemnified must:

- a** take all reasonable precautions to prevent or minimise any accident, incident, Bodily Injury or Damage;
- b** safeguard any Property insured and maintain such Property in a good state of repair;

- c safeguard the ways, works, machinery, plant, vehicles, premises and appliances and maintain such Property in a good state of repair;
- d exercise care in the selection and supervision of Employees; and
- e comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

#### 4 Change of Risk or Interest

- a It is a condition precedent to Our liability that You will immediately notify Us if any alteration be made either in the Business or in any other circumstances whereby the risk is increased other than in accordance with General Condition 2 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.

- b This Policy will cease to be in force if:
  - i Your interest in the Business ends, other than by death; or
  - ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

#### 5 Cancellation

##### **Cancellation by us**

We have the right to cancel this Policy by sending You fourteen days notice in writing to Your last known address. We will only do so on serious grounds. If We do We will

return the premium paid less an amount for the period the Policy has been in force.

If We have cancelled the Policy due to You not paying an instalment and You have made a claim, or one has been made against You, during the current Period of Insurance, then the balance of the year's premium will become payable.

##### **Cancellation by You**

You may cancel Your Policy any time by contacting Us on **0345 878 8194** or sending Us notice in writing.

If You cancel Your Policy before it is due to start We will return any premium paid in full. If You cancel within 14 days of Your Policy starting or within 14 days of You receiving Your documents (whichever is the later) We will return any premium paid. If You cancel after those 14 days have passed We will return any premium paid less an amount for the period the Policy has been in force. We will not refund any premium if We have made or will have to make a claim payment to You or if a claim has been made against You during the Period of Insurance.

##### **Cancellation on renewal**

If You cancel before the new Period of Insurance is due to start We will return any premium paid in full.

If the new Period of Insurance has started and You cancel within 14 days of Your Policy starting or within 14 days of receiving Your renewal documents (whichever is the later) We will return any premium paid in full. We will not refund any premium if You have made a claim or if a claim has been made against You during the Period of Insurance.

In relation to cancellation in any of the circumstances outlined above, You will immediately return to Us any current Certificate(s) of Employers Liability Insurance.

## 6 Instalments

Where the premium under this Policy is payable by instalments it is a condition precedent to Our liability that each instalment will be paid when due otherwise all benefit will be cancelled from the date when any unpaid instalment was due and You will immediately return to Us any current Certificate(s) of Employers Liability Insurance.

## 7 Choice of Law

You and We may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. We've supplied this Policy and other information to You in English and we'll continue to communicate with You in English.

## 8 Contracts (Rights of Third Parties) Act 1999

A person or company who is 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.

## 9 Changes to Your cover

You must tell Us immediately if there are any changes that may affect Your insurance, such as the following if:

i You change the number of workers employed by You; or

ii Your limits change,

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

Note: The list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect this cover, contact Us.

## 10 Payment of Premium

a If You do not pay a premium on time, We will assume that You intend to cancel the Policy and cover under this Policy will end from the date the payment was due.

b If You are paying the premium by instalments and We pay a claim under the Policy, You must immediately pay the premium outstanding by the end of the Policy period. If You do not pay this We may deduct the amount from any claim We pay.

## 11 Automatic Renewals

When Your Policy is due for renewal, We may offer to renew it for You automatically using the payment details You have already given, unless We or You have advised otherwise. We will write to You at least 21 days before Your Policy ends and before taking any payment to confirm Your renewal premium and Policy terms. If You do not want to renew Your Policy You must call Us before Your renewal date to let Us know. It is not possible to offer automatic renewal in all circumstances, for example We may need to discuss Your renewal

invite with You or Your payment method may change. Your renewal invite will advise if Your Policy will be automatically renewed or if You need to call Us. If We are unable to offer renewal terms We will write to You at Your last known address to let You know.

## **12 Sanctions, Prohibitions or Restrictions**

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

# Claims Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

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

## 2 Action by You

It is a condition precedent to Our liability that:

You will on the happening of any incident which could give rise to a claim under this Policy:

- a** immediately notify Us and deliver to Us at Your expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i** 7 days of the event in the case of Damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons; or
  - ii** 30 days of the event in the case of any other claim or such further time as We may allow;
- b** give immediate notice to the Police in respect of:
  - i** vandalism; or
  - ii** theft or any attempt thereat;

- c** make no admission of liability or offer, promise or payment without Our written consent;
- d** inform Us immediately of any impending prosecution, inquest, fatal accident inquiry or civil proceedings and send to Us immediately every relevant document;
- e** take all reasonable action to minimise or check any interruption of or interference with the Business;
- f** produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim;
- g** in respect of Section 8 – Personal Accident supply at Your own expense all certificates and information and evidence required by Us. The Person Insured will as often as required by Us submit to medical examination at Our own expense.

## 3 Our Rights

We will be entitled:

- a** on the happening of any Damage in respect of which a claim is made and without thereby incurring any liability or diminishing any of Our rights under this Policy to take possession of or require to be delivered to Us any Property insured and deal with such Property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our benefit any claim for indemnity or damages against any other persons in respect of any event

insured by this Policy and You will give all information and assistance required;

- c** to any Property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such Property as may be reasonably required but You will not be entitled to abandon any Property to Us;
- d** in the event of any Occurrence (as defined in Sections 1: Public Liability and Section 2: Employers Liability of this Policy) resulting in any claim(s) under Sections 1 and 2 to pay to You the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 1 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which We will have no further responsibility in connection with such claim(s) except in respect of Section 2 for costs and expenses incurred before the date of payment;
- e** in the case of death of the Person Insured by Section 8 – Personal Accident to have a post-mortem at Our expense.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a** will not be liable to pay the claim;
- b** may recover from You any sums paid by Us to You in respect of the claim; and

- c** may (despite the references to notice period and the refunding of premiums in General Condition 5 Cancellation by us) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i** refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii** retain any premiums paid under this Policy.

#### 5 Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a** if at the time of any accident, incident, Bodily Injury or Damage which gives rise to a claim there is any other insurance effected by You or on Your behalf applicable to such event Our liability will be limited to its rateable proportion thereof; and
- b** if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably, then Our

liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

## 7 Arbitration

If any difference will arise 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 will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration the making of an award will be a condition precedent to any right of action against Us.

# General Exclusions

**These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.**

**This Policy does not cover:**

## 1 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 2 Radioactive Contamination

loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as this General Exclusion concerns Bodily Injury caused to any of Your Employees if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion will apply only in respect of:

- i** the liability of any principal; or

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

## 3 War, Government Action and Terrorism

- a** loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i** War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii** civil commotion in Northern Ireland;
- b** legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i** War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii** civil commotion in Northern Ireland, except to the extent stated in the Liability Provisions relating to this General Exclusion and set out below.

For the purpose of this Exclusion and its Liability Provisions:

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



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

**Terrorism** means any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any loss, destruction or damage or resulting loss or expense or other costs directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance the burden of proving that loss, destruction or damage, expense or costs is covered will be Your responsibility.

### Liability Provisions

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy:

- 1 We will indemnify You under the Employers Liability Section provided that in respect of any one Occurrence (as defined under Section 2: Employers Liability) or series of Occurrences arising out of any one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to, by or arising from Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism) will not exceed £5,000,000;
- 2 We will indemnify You under the Public Liability Section against legal liability costs and expenses directly or indirectly caused by or contributed to, by or arising from Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism) provided that Our liability for all damages (including interest thereon) will not exceed:
  - a under the Public Liability Section (excluding the Products Liability Extension) in respect of any one Occurrence (as defined under Section 1: Public Liability) or series of Occurrences arising out of any one event £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section whichever is the lower;
  - b under the Products Liability Extension of Section 1: Public Liability in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower; and
  - c in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower.

#### 4 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
  - i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
  - ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

In respect of Section 3: Tools and Business Equipment, Section 4: Business Stock, Section 5: Own Plant, Section 6: Hired In Plant and Section 7: Contract Works of this Policy, this Exclusion will not exclude subsequent Damage not otherwise excluded from this Policy which itself

results from fire, lightning, explosion, 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, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, theft or impact by any vehicle or animal.

General Exclusion 4 will not apply to Section 2: Employers Liability.

#### 5 Computer Virus and Hacking

- a** Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking.
- b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this will not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe impact by any vehicle or animal.

For the purpose of this Exclusion:

**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. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

**Hacking** means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether Your Property or not.

General Exclusion 5 will not apply to Section 1: Public Liability and Section 2: Employers Liability.

limitation, the nature of any infective agent, any means of infection or transmission and/or any effects of the disease).

This General Exclusion shall not apply to Section 1: Public Liability and Section 2: Employers Liability and Section 8: Personal Accident, of this Policy.

## 6 Infectious or Contagious Disease

- a** loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or
- b** any other losses, costs or expenses whatsoever; or
- c** any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or in any way arising from infectious or contagious disease and/or the fear or threat (actual or perceived) of infectious or contagious disease.

In this General Exclusion, the expression “infectious or contagious disease” shall mean any such disease whatsoever without limitation based upon its nature or characteristics (including, without

# Section 1: Public Liability

## Definitions

**The definitions which apply to this Section are in addition to the General Definitions**

**Business** – includes

- a** the ownership, repair, maintenance and decoration of Your premises;
- b** private work undertaken by any of Your Employees for You or with Your consent for any of Your directors, partners or other Employees; and
- c** the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

## Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Products Supplied

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

## Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii** within any member country of the European Union where any person is

temporarily engaged in connection with Your Business; and

- iii** elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business.

**You** – includes

- a** Your personal representatives in the event of Your death but only in respect of liability incurred by You; and
- b** if You so request:
  - i** any of Your directors, partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You; and
  - ii** any officer or member of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacity as such.

Provided that such persons will observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section insofar as they can apply.

## Occurrences

- 1** accidental Bodily Injury to any person;
- 2** accidental Damage to Property;
- 3** accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
- 4** wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy;

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Indemnity Limit

Our liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one event will not exceed the Indemnity Limit.

### Cover

We will, subject to the Indemnity Limit stated in Section 1 of the Schedule, indemnify You against:

- 1 a** all sums which You will become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent,
- in respect of the Occurrences stated in this Section;
- 2** all costs and expenses incurred by You with Our written consent in defending any claim; and
  - 3** the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

Extension J will not apply to liability assumed by You under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

### 2 Jurisdiction

The indemnity provided by this Section will only apply to any action for damages brought against You in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

### 3 Costs Inclusive in U.S.A. and Canada

Where indemnity is provided by this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule will be the maximum amount payable by Us inclusive of all costs and expenses.

### 4 Bona Fide Sub Contractors

The Business includes work undertaken on Your behalf by bona fide sub contractors provided that You have established and maintained an administrative procedure for obtaining evidence that bona fide sub contractors effect public liability insurance which:

- i covers the work to be undertaken by the sub contractor;
- ii is subject to an Indemnity Limit of not less than that provided by this Policy;
- iii includes an indemnity to principal clause; and
- iv remains in force throughout the duration of the contract with You.

## 5 Asbestos Clean Up Costs

Our liability for all damages (including interest thereon) payable arising from the need to clean up or remove asbestos, asbestos fibre or any derivative of asbestos from Property in respect of all Occurrences during any one Period of Insurance will not exceed £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule, whichever is the lower.

## 6 Excesses

We will not be liable for the first amount of each and every claim under this Section in respect of the following Damage occurring elsewhere than at Your premises:

- a Damage to Property other than as described in paragraphs **b, c** and **d** below;
- b Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds;
- c Damage to underground pipes and cables;
- d Damage to Property caused by escape of water;

shown as Excesses A, B, C and D respectively in Section 1 of the Schedule.

## Exclusions

We will not be liable in respect of:

- 1 the cost of replacing or making good faulty, defective or incorrect:
  - a workmanship; or
  - b materials, goods or other property supplied, installed or erected by You or on Your behalf;
- 2 liability arising from advice, design, formula, specification, inspection, certification or testing provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged;
- 3 liability for Bodily Injury caused to any of Your Employees arising out of and in the course of such person's employment or engagement by You in the Business;
- 4 liability for Damage to Property belonging to or in Your charge or under Your control but this Exclusion will not apply to Your directors', partners', Employees' or visitors' Property or any premises (including contents) which are temporarily occupied by You for the purpose of work in connection with the Business (not being buildings which are owned by or leased, rented or hired to You);
- 5 Damage to the Contract Works and other materials, plant, tools or equipment brought on to the site for use in connection with any contract entered into by You and occurring:
  - a before the date of Practical Completion or before a certificate of completion has been issued;
  - b after the date of Practical Completion or after the issue of a certificate of

completion and where liability for such Property attaches to You solely by reason of a contract or agreement;

- 6** Damage or injury to Property for which You are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract (1980 Edition) or any subsequent revision or substitution or under the terms of any similar obligation in other forms of contract;
- 7** liability caused by or arising from the ownership, possession or use by You or on Your behalf of any:
  - a** Craft other than hand propelled watercraft;
  - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
    - i** the use of plant as a tool of trade on any Contract Site or at Your premises;
    - ii** the loading or unloading of such vehicle;
    - iii** the movement of any such vehicle not Your property which is interfering with the performance of the Business;but this indemnity will not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle;
- 8** liability arising out of Products Supplied other than:
  - a** food or drink sold or supplied for consumption by Your directors, partners, Employees or visitors;
  - b** the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose;
- 9** liquidated damages, fines or penalties;
- 10** punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 11** all liability in respect of Pollution or Contamination other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
  - a** all Pollution or Contamination which arises out of any one incident will be deemed to have occurred at the time such incident takes place;
  - b** Our liability for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance will not exceed in the aggregate the Indemnity Limit stated in Section 1 of the Schedule;
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 12** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
- 13** liability arising in connection with any visits to or work on any offshore rig or platform.

A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform;

**14** liability arising out of:

- a** failure or partial failure of computer programs written, devised, designed or adapted by You or on Your behalf to fulfil the purpose for which they were intended;
- b** Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein; or
- c** loss of data or provision of incorrect data or failure to supply data.

**15** liability arising out of:

- a** libel, slander or infringement of plans, copyright, patent, trade name, trade mark or registered design; or
- b** incorrect information or errors or omissions in published materials.

## Specific Conditions

### 1 Use of Heat Condition

It is a condition precedent to Our liability that the undernoted precautions will be complied with whenever the following equipment is used anywhere other than on Your premises.

**a Blow Lamps, Blow Torches or Hot Air Guns**

- i** the area in which the equipment is to be used is cleared of loose combustible material;

- ii** before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;

- iii** lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use;

- iv** blow lamps are filled only in the open;

- v** a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used; and

- vi** a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

**b Welding or Flame Cutting Equipment**

- i** the area in which the equipment is to be used is cleared of loose combustible material

- ii** other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material;

- iii** lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use;



- iv before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors, examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;
- v a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used; and
- vi a thorough examination is made in and about the area in which the work has been undertaken including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

#### **c Vessels for Heating of Bitumen or Bituminous Compounds**

- i such vessels are continuously attended and used only in the open whilst heating is taking place; and
- ii if used on a roof or within a building such vessels will be placed on a flat surface of non-combustible material.

## **2 Underground Services Condition**

It is a condition precedent to Our liability that You will:

- i prior to the commencement of any excavation, digging, boring or earth-moving work, take or cause to be taken all reasonable measures to identify the location of all underground pipes, cables, mains and other services with

their owner or the relevant authority responsible and retain a written record of such measures; and

- ii adopt or cause to be adopted a method of work which minimises the risk of Damage to such underground pipes, cables, mains and other services.

## **3 Housing Grants, Construction and Regeneration Act 1996**

We will subject to the terms, conditions, exclusions and limits of this Section and the Policy indemnify You in respect of Your legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996.

Provided that:

- a the dispute under adjudication is of a nature indemnifiable under this Section;
- b You will:
  - i notify Us immediately of the receipt of any notice of adjudication or the service by You of any notice of adjudication;
  - ii forward to Us immediately upon receipt any relevant documents making reference to adjudication;
  - iii allow Us at any time to take over and conduct in Your name the defence and settlement of any claim and/or any legal proceedings referred to in iv below;
  - iv institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of

an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by Us;

- v meet any request, direction or timetable of the adjudicator.

It is a condition precedent to Our liability in respect of any decision made by an adjudicator that You will not waive under contract or otherwise any rights of arbitration or rights of appeal against such decision.

## Extensions

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

- a £750 for You or any of Your directors or partners;
- b £250 for any Employee.

### B Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or

any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay the prosecution costs You are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a this indemnity will not apply to:
  - i the payment of any costs or expenses incurred without Our written consent; or
  - ii the payment of fines or penalties;
- b the prosecution relates to the health, safety and welfare of any person other than an Employee; and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

### C Indemnity to Principals

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

Provided that:

- a We will retain sole conduct and control of any claim; and
- b the principal will observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section insofar as they can apply.

### D Indemnity to Plant Owners

Where any contract or agreement entered into by You for the hire of plant so requires We will indemnify any owner from whom

You have hired contractors' plant or equipment to the extent required by the contract between You and the plant owner in respect of liability arising from the hire of plant by You from such plant owner;

Provided that:

- a** We will retain sole conduct and control of any claim; and
- b** the plant owner will observe, fulfil and be subject to the terms conditions, exclusions and limits of this Section insofar as they can apply.

## E Defective Premises Act 1972

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

Provided that this Extension will not apply to:

- a** the cost of rectifying any damage or defect in the premises or land disposed of; or
- b** liability for which You are entitled to indemnity under any other policy.

## F Leased or Rented Premises

Exclusion 4 of this Section will not apply to liability for Damage to any premises (including their fixtures and fittings) leased rented or hired to You.

Provided that We will not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance will be effected by the lessee or tenant.

## G Motor Contingent Liability

Despite Exclusion 7 of this Section We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You whilst being used in the course of the Business anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Provided that this indemnity will not apply:

- a** in respect of Damage to the vehicle or any property contained therein;
- b** whilst the vehicle is being driven:
  - i** by You;
  - ii** with Your consent by any person who does not hold a licence to drive such a vehicle; or
- c** to liability which is insured or would but for the existence of this Section be insured under any other insurance.

## H Overseas Personal Liability

We will indemnify You and at Your request any of Your directors or partners or any Employee or any family member accompanying them while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity will not apply:

- a** to liability arising out of the ownership or tenure of any land or building; or
- b** where indemnity is provided by any other insurance.

**I Cross Liabilities**

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

**J Products Liability**

Despite Exclusion 8 of this Section We will  
indemnify You against liability in respect of:

- 1** accidental Bodily Injury to any person;
- 2** accidental Damage to Property;  
occurring within the Territorial Limits  
during the Period of Insurance and caused  
by any Products Supplied in or from Great  
Britain, Northern Ireland, the Channel  
Islands or the Isle of Man.

Provided that:

- 1** Our liability under this Extension for all  
damages (including interest thereon)  
payable in respect of all such accidental  
Bodily Injury or Damage to Property  
during any one Period of Insurance will  
not exceed the Indemnity Limit stated  
in the Schedule;
- 2** We will not be liable under this  
Extension in respect of:
  - a** Damage to or the cost of repair,  
alteration, replacement, removal or  
recall of any Products Supplied which  
give rise to a claim hereunder  
or any refund for such Products  
Supplied;
  - b** Products Supplied which to Your  
knowledge are to be used as a critical  
part in connection with the flying or

navigation of any aircraft spacecraft,  
rocket, missile or satellite; or

- c** Products Supplied which to Your  
knowledge are exported to the United  
States of America and/or Canada  
and/or their dependencies or trust  
territories unless otherwise agreed  
by Us.

**K Consumer Protection and Food  
Safety Acts**

We will indemnify You and at Your request  
any of Your directors or Your partners  
against legal costs and expenses incurred  
with Our written consent in connection  
with the defence of any proceedings or  
an appeal against conviction arising from  
such proceedings brought for a breach of:

- a** Part 2 of the Consumer Protection Act  
1987; or
- b** Section(s) 7, 8, 14 and/or 15 of the Food  
Safety Act 1990,

committed or alleged to have been  
committed in the course of the Business  
during the Period of Insurance.

Provided that this indemnity will not apply to:

- i** the payment of fines or penalties;
- ii** proceedings or appeals in respect of  
any deliberate act or omission by You,  
Your partners, directors or Employees;  
or
- iii** costs or expenses insured by any other  
policy.

**L Corporate Manslaughter and  
Corporate Homicide Act 2007**

We will indemnify You against legal costs  
and expenses, incurred with Our prior

written consent, in defence of 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, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a** Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b** this Extension will only apply to proceedings brought in the United Kingdom, the Isle of Man or the Channel Islands;
- c** We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d** You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e** before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i** if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

## M Data Protection Legislation 2018

We will indemnify You against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that You:

- a** have complied in all respects with Your obligations under the Data Protection (Charges and Information) Regulations 2018;
- b** are not in business as a computer bureau; and
- c** were acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

Our liability under this Extension (including all compensation, costs and expenses) will be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity will not apply to:

- i** any material or non-material damage caused by any deliberate act or omission, by You, where such material or non-material damage could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- ii** any material or non-material damage caused by any act of fraud or dishonesty;
- iii** the costs and expenses of rectifying, rewriting or erasing data (including personal data);
- iv** liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- v** the payment by You of any regulatory fines or penalties;
- vi** any material or non-material damage caused by:
  - a** any deliberate, reckless or negligent act of any of Your Employees; or
  - b** any failure by an Employee to act in accordance with Your internal policies, procedures and guidelines;or
- vii** where You are covered by any other insurance.

For the purposes of this Extension:

- i** “GDPR” means:  
The retained EU law version of the General Data Protection Regulation (EU) 2016/679.

- ii** “compensation claim” means:

Any sums which You become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

- iii** “controller” will have the meaning given to it in Article 4(7) of the United Kingdom GDPR.

- iv** “material or non-material damage” will be interpreted in accordance with Article 82 of the United Kingdom GDPR.

## Section 2: Employers Liability

### Definitions

**The definitions which apply to this Section are in addition to the General Definitions**

**Business** – includes:

- a** the ownership, repair, maintenance and decoration of Your premises;
- b** private work undertaken by any of Your Employees for You or with Your consent for any of Your directors or partners or other Employees; and
- c** the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii** within any member country of the European Union where any person is temporarily engaged on Your Business; and
- iii** elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business.

**You** – includes

- a** Your personal representatives in the event of Your death but only in respect of liability incurred by You;
- b** if You so request:
  - i** any of Your directors, partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You; or

- ii** any officer or member of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacity as such.

Provided that such persons observe, fulfil and are subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

### Occurrence

Bodily Injury caused to any of Your Employees occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by You in the Business.

### Indemnity Limit

Our liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause will not exceed the Indemnity Limit.

### Cover

We will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify You against:

- 1 a** all sums which You will become legally liable to pay as damages (including interest thereon); and
- b** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent,
 

in respect of the Occurrence stated in this Section;
- 2** all costs and expenses incurred by You with Our written consent in defending any claim; and

- 3** the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

### 2 Jurisdiction

The indemnity provided by this Section will only apply to any action for damages brought against You in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

### 3 Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man but You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### 4 Certificate of Employers' Liability

If this Policy or Section is cancelled the current Certificate of Employers' Liability Insurance is similarly cancelled from the same date.

## Exclusions

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

- 1** caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle", "use" and "road" will have the same meanings as in Part VI of the Road Traffic Act 1988;
- 2** caused to any Employee ordinarily resident outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- 3** arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Extensions

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

- a** £750 for You or any of Your directors or Your partners;
- b** £250 for any Employee.



**B Health and Safety at Work etc. Act 1974**

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay the prosecution costs You are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a** this indemnity will not apply to:
  - i** the payment of any costs or expenses incurred without Our written consent; or
  - ii** the payment of fines or penalties;
- b** the prosecution relates to the health, safety and welfare of Employee(s); and
- c** proceedings arise from an incident which relates to a claim or potential claim under this Section.

**C Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the

Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situated in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a** there is no appeal outstanding; and
- b** if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee will assign the judgement to Us.

**D Indemnity to Principals**

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

Provided that:

- a** We will retain sole conduct and control of any claim; and
- b** the principal will observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section in so far as they can apply.

**E Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You against legal costs and expenses, incurred with Our

prior written consent, in defence of 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, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a** Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b** this Extension will only apply to proceedings brought in the United Kingdom, the Isle of Man or the Channel Islands;
- c** We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d** You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e** before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i** if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

## **F Cross Liabilities**

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

## Section 3: Tools and Business Equipment

### Definitions

**The definitions which apply to this Section are in addition to the General Definitions**

#### Territorial Limits

- i Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- ii within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### Tools and Business Equipment

Portable tools and business equipment including portable electronic equipment belonging to You or any of Your directors or partners or any Employee or for which they are responsible, but not if any such items are more specifically insured elsewhere.

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to any Tools and Business Equipment occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sums Insured specified in Section 3 of the Schedule.

### Special Condition

#### Excess

We will not be liable for the first amount of each and every claim under this Section shown in the Schedule.

#### Exclusions

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

- 1 Damage due to wear and tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradually operating cause;
- 2 Damage due to exposure to weather conditions of any moveable Tools and Business Equipment located in the open or in open-sided buildings;
- 3 Damage to:
  - a any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of trade or being carried to or from such site;
  - b any item of Tools and Business Equipment caused by its own mechanical breakdown or derangement;
  - c any part of any electrical Tools and Business Equipment directly caused by breakdown leakage of electricity or excessive pressure therein or by its

- own short-circuiting or over-running but Damage to any other part of such Tools and Business Equipment or to other Tools and Business Equipment by the spread of fire therefrom is not excluded;
- d** any Tools and Business Equipment as a result of normal upkeep or normal making good;
  - e** any Tools and Business Equipment let out on hire;
  - f** any Hired in Plant and any Own Plant;
- 4** unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Tools and Business Equipment if induced to do so by deception;
- 5** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure, or destruction by the government or any public authority;
- 6** indirect loss of any kind;
- 7** Damage due to theft or attempted theft of or from any unattended vehicle:
- a** unless it is securely locked at all points of access; and
  - b** between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 8** Damage resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building;
- 9** Damage to goods in an open backed vehicle caused by theft or attempted theft;
- 10** Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the vehicle in which the property is being transported;
- 11** Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Tools and Business Equipment caused by:
- a** pollution or contamination which itself results from a Defined Peril;
  - b** a Defined Peril which itself results from pollution or contamination.
- The Defined Perils are:
- Fire, lightning, explosion, 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 or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that:

- a** You will comply with any reasonable recommendations We may make to prevent further Damage; and

- b** You will pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

## 2 Other Interests

The interest in any portion of the Tools and Business Equipment of any party entering into an agreement with You (or any of Your principals) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principals) requires such interest to be noted.

Provided that such other party will observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section and the Policy insofar as they can apply.

## Section 4: Business Stock

### Definitions

**The definitions which apply to this Section are in addition to the General Definitions**

#### Business Stock

Stock in trade which belongs to You or for which You are responsible.

#### Territorial Limits

- i Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- ii within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to Business Stock occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sums Insured specified in Section 4 of the Schedule.

### Special Condition

#### Excess

We will not be liable for the first amount of each and every claim under this Section shown in the Schedule.

### Exclusions

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

- 1 Damage due to wear, tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradually operating cause;
- 2 Damage due to exposure to weather conditions of any moveable Business Stock located in the open or in open-sided buildings;
- 3 Damage to:
  - a any item of Business Stock caused by its own mechanical breakdown or derangement;
  - b any part of any electrical Business Stock directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Business Stock or to other Business Stock by the spread of fire therefrom is not excluded;
  - c any Business Stock as a result of normal upkeep or normal making good; or
  - d any Business Stock let out on hire;
- 4 unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Business Stock if induced to do so by deception;
- 5 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;

- 6 indirect loss of any kind;
- 7 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access; and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 8 Damage resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building;
- 9 Damage to goods in an open backed vehicle caused by theft or attempted theft;
- 10 Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the vehicle in which the property is being transported;
- 11 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Business Stock caused by:

- a pollution or contamination which itself results from a Defined Peril;
- b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, 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 or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a comply with any reasonable recommendations We may make to prevent further Damage; and
- b pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Debris Removal

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

- a removing debris of Business Stock from the site of the property destroyed or damaged and the area immediately adjacent to such site; and
- b clearing and/or repairing of drains or watercourses within the confines of the Contract Site;

following Damage to Business Stock.

Provided that:

- i We will not pay for any costs and expenses arising from pollution or contamination of property not insured by this Section; and
- ii Our liability will not exceed 25% of the value of the Sum Insured stated in the Schedule for each item.

### 3 Other Interests

The interest in any portion of Business Stock of any party entering into an agreement with You (or any of Your principals) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principals) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms conditions Exclusions and limits of this Section and the Policy insofar as they can apply.



## Section 5: Own Plant

### Definition

**The definition which applies to this Section is in addition to the General Definitions**

#### Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- ii** within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to any Own Plant occurring within the Territorial Limits during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sum Insured specified in Section 5 of the Schedule.

### Special Condition

#### Excess

We will not be liable for the first amount of each and every claim under this Section shown in the Schedule.

### Exclusions

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

- 1** Damage due to wear, tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or other gradually operating cause;
- 2** Damage to:
  - a** any Craft or any Own Plant therein or thereon;
  - b** any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;
  - c** any item of Own Plant caused by its own mechanical breakdown or derangement;
  - d** any part of any electrical Own Plant directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other Own Plant or to other Own Plant by the spread of fire therefrom is not excluded;
  - e** any Own Plant as a result of normal upkeep or normal making good;
  - f** any Own Plant hired out;
  - g** any Hired in Plant;
  - h** any Own Plant whilst away from the Contract Site unless it is:
    - i** at Your permanent premises;
    - ii** stored in locked premises, compound or Your garage; or
    - iii** in transit;
 and not more specifically insured.

- 3** unexplained losses, shortages, due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Own Plant if induced to do so by deception;
- 4** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 5** indirect loss of any kind;
- 6** Damage due to theft or attempted theft of or from any unattended vehicle:
  - a** unless it is securely locked at all points of access; and
  - b** between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 7** Damage to portable Own Plant resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building or a securely locked purpose built immobile security container;
- 8** Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Own Plant caused by:
  - a** pollution or contamination which itself results from a Defined Peril;
  - b** a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, 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 or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a** comply with any reasonable recommendations We may make to prevent further Damage; and
- b** pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Immobilised Plant

The indemnity provided under this Section is extended to include the costs necessarily and reasonably incurred by You in respect of recovery or withdrawal of Own Plant which is accidentally immobilised whilst on or adjacent to the Contract Site.

Provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

### 3 Replacement of Locks

In the event of loss or theft of keys to any immobilising device permanently fitted

to any item of Own Plant the indemnity provided under this Section is extended to include the necessary and reasonably incurred cost of replacing the cylinder of the lock of such immobilising device.

Provided that:

- i such keys are kept in a locked safe or locked cabinet when not in use; and
- ii Our liability will not exceed £500 in respect of any one claim.

#### 4 Security Devices

We will indemnify You for Damage to any immobiliser, locating, tracking or other security device fitted to any item of Own Plant under this Section caused by theft or attempted theft.

#### 5 Other Interests

The interest in any portion of Own Plant of any party entering into an agreement with You (or any of Your principals) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principals) requires such interest to be noted.

Provided that such other party will observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section and the Policy insofar as they can apply.

## Section 6: Hired in Plant

### Definition

**The definition which applies to this Section is in addition to the General Definitions**

### Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- ii** within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to any Hired in Plant occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sum Insured specified in Section 6 of the Schedule.

### Special Condition

#### Excess

We will not be liable for the first amount of each and every claim under this Section shown in the Schedule.

### Exclusions

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

- 1** Damage due to wear, tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or other gradually operating cause;

- 2** Damage to:

- a** any Craft or any Hired in Plant therein or thereon;
  - b** any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;
  - c** any item of Hired in Plant caused by its own mechanical breakdown or derangement;
  - d** any part of any electrical Hired in Plant directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Hired in Plant or to other Hired in Plant by the spread of fire therefrom is not excluded;
  - e** any Hired in Plant as a result of normal upkeep or normal making good;
  - f** any Hired in Plant, hired out;
  - g** any Own Plant;
  - h** any Hired in Plant whilst away from the Contract Site unless it is:
    - i** at Your permanent premises; or
    - ii** stored in locked premises compound or Your garage; or
    - iii** in transit;and not more specifically insured;
- 3** unexplained losses, shortages due to error or omission losses discovered at

times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Hired in Plant if induced to do so by deception;

- 4 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 5 indirect loss of any kind;
- 6 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access; and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 7 Damage to portable Hired in Plant resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building or a securely locked purpose built immobile security container;
- 8 any Hired in Plant hired anywhere outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- 9 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Hired in Plant caused by:
  - a pollution or contamination which itself results from a Defined Peril;
  - b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, 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 or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a comply with any reasonable recommendations We may make to prevent further Damage; and
- b pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Immobilised Plant

The indemnity provided under this Section is extended to include the costs necessarily and reasonably incurred by You in respect of recovery or withdrawal of Hired in Plant which is accidentally immobilised whilst on or adjacent to the site of the Contract.

Provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

### 3 Replacement of Locks

In the event of loss or theft of keys to any immobilising device permanently fitted to any item of Hired in Plant being used in connection with the performance of the Contract the indemnity provided under this Section is extended to include the necessary and reasonably incurred cost of replacing the cylinder of the lock of such immobilising device.

Provided that:

- i such keys are kept in a locked safe or locked cabinet when not in use; and
- ii Our liability will not exceed £500 in respect of any one claim.

### 4 Security Devices

We will indemnify You for Damage to any immobiliser, locating, tracking or other security device fitted to any item of Hired in Plant under this Section caused by theft or attempted theft.

### 5 Other Interests

The interest in any portion of Hired in Plant of any party entering into an agreement with You (or any of Your principals) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principals) requires such interest to be noted.

Provided that such other party will observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section and the Policy insofar as they can apply.

### 6 Continuing Hire Charges

We will indemnify You against Your legal liability to pay continuing hire charges

following Damage to any Hired in Plant which is insured under this Section during the period in which such Hired in Plant cannot be used as a result of such Damage.

Provided that:

- a Our liability in respect of each affected item will not exceed an amount equal to its hire charges for 90 days;
- b Our liability during any one Period of Insurance will not exceed £25,000;
- c We will not be liable for:
  - i Damage caused by or arising from Your wilful act or wilful neglect;
  - ii continuing hire charges in respect of tower cranes and scaffolding;
  - iii continuing hire charges in respect of the first 24 hours following such Damage; or
- d this indemnity will only apply in respect of Hired in Plant for which a valid claim has otherwise been admitted under this Section.

### 7 Negligent Breakdown of Hired in Plant

We will indemnify You for Damage caused to any Hired in Plant which is insured under this Section caused by Your negligence or Your misuse or Your misdirection of the property.

Our liability will not exceed £5,000 for any one item or £25,000 for any one occurrence.

## Section 7: Contract Works

### Definition

**The definition which applies to this Section is in addition to the General Definitions**

### Territorial Limits

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

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to the Contract Works occurring within the Territorial Limits during the Period of Insurance from any cause not specifically excluded in this Section nor in the General Exclusions of this Policy.

Provided that:

- a such Contract Works belong to You or is Your responsibility; and
- b Our liability will not exceed the Sum Insured specified in Section 7 of the schedule.

### Special Conditions

#### 1 Housing Grants, Construction and Regeneration Act 1996.

We will subject to the terms, conditions, Exclusions and limits of this Section and the Policy indemnify You in respect of Your legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996.

Provided that:

- a the dispute under adjudication is of a nature indemnifiable under this Section;
- b You will:
  - i notify Us immediately of the receipt of any notice of adjudication or the service by You of any notice of adjudication;
  - ii forward to Us immediately upon receipt any relevant documents making reference to adjudication;
  - iii allow Us at any time to take over and conduct in Your name the defence and settlement of any claim and/or any legal proceedings referred to in **iv** below;
  - iv institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by Us;
  - v meet any request, direction or timetable of the adjudicator.

It is a condition to our Liability in respect of any decision made by an adjudicator that You will not waive under contract or otherwise any rights of arbitration or rights of appeal against such decision.

#### 2 Excess

We will not be liable for the first amount of each and every claim under this Section as shown in the Schedule.

## Exclusions

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

- 1** the costs necessary to replace, repair or rectify Contract Works which is Damaged:
  - a** due to fault, defect, error or omission in design, plan, specification, workmanship or materials in respect of such Contract Works;
  - b** to enable the replacement, repair or rectification of Contract Works excluded by **1a** above;

Provided that **1a** above will not apply to other Contract Works which is free of such fault defect error or omission but is unintentionally lost destroyed or damaged in consequence thereof;

- 2** Damage due to wear and tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or other gradually operating cause;
- 3** Damage to:
  - a** deeds, bonds, bills of exchange, promissory notes, cash, banknotes, cheques, securities for money documents of title or stamps;
  - b** any Craft or any Contract Works therein or thereon;
  - c** any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;

- d** any item of Contract Works caused by its own mechanical breakdown or derangement;
  - e** any part of any electrical, machinery, plant, tools or equipment directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such machinery, plant, tools or equipment or to other Contract Works by the spread of fire therefrom is not excluded;
  - f** any Contract Works as a result of normal upkeep or normal making good;
  - g** any property (including that being altered or repaired) existing at the time of the commencement of the Contract other than materials supplied and delivered for incorporation in the Contract Works;
  - h** any Own Plant or Hired in Plant;
  - i** the permanent works or any part thereof in respect of which a certificate of completion has been issued by You or to You or which has been completed and handed over or taken into use with Your permission for a purpose other than for the performance of the Contract (except as provided by Extension 2);
- 4** Damage for which You are relieved of responsibility under the terms and conditions of any contract(s);
  - 5** liquidated damages, penalties under contract for delay in completion or non-completion guarantees of performance or efficiency non-compliance with contract conditions or indirect loss of any kind;



- 6** unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Contract Works if induced to do so by deception;
- 7** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 8** Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Contract Works caused by:
  - a** pollution or contamination which itself results from a Defined Peril;
  - b** a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, 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 or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

- 9** Damage arising out of the use or occupation of any portion of the permanent Contract Works by any owner, tenant or occupier.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a** comply with any reasonable recommendations We may make to prevent further Damage; and
- b** pay any additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Maintenance or Defects Liability Period and Conditions of Contract

Despite Exclusion **3i** We will indemnify You for Damage to the Contract Works or any part thereof occurring during:

- a** any maintenance or defects liability period provided for in the Contract not exceeding whichever is the lesser of the period specified in the conditions of the Contract or 12 months:
  - i** arising from a cause occurring prior to the commencement of such maintenance or defects liability period; or
  - ii** occasioned by You in the course of operations carried out by You for the purpose of complying with Your obligations under the maintenance conditions of such Contract;
- b** a period of 14 days after the issue of a certificate of completion but only to the

extent that You may be responsible for such Damage under the conditions of the Contract.

### 3 Professional Fees

We will indemnify You for architects', surveyors', consulting engineers' and other professionals' fees necessarily and reasonably incurred in the repair or reinstatement of the Contract Works consequent upon its Damage (but not for the preparation of any claim). The amount payable for such fees will not exceed that authorised under the scales of the various institutes and bodies regulating such charges.

### 4 Debris Removal

We will indemnify You for:

- a** costs and expenses necessarily incurred by You with Our consent in:
  - i** removing debris from the site of the property destroyed or damaged and the area immediately adjacent to such site;
  - ii** dismantling and/or demolishing; and
  - iii** shoring up or propping of the Contract Works;
- b** costs and expenses necessarily incurred by You with Our consent in clearing and/or repairing of drains or watercourses within the confines of the site of the Contract Works;

following Damage to the Contract Works.

Provided that:

- i** We will not pay for any costs and expenses arising from pollution or contamination of property not insured by this Section; and

- ii** Our liability will not exceed 25% of the value of the Sum Insured stated in the Schedule for each item.

### 5 Public Authorities – Additional Costs

We will indemnify You for the additional cost of reinstatement of any Damage to the Contract Works incurred solely because of the necessity to comply with legislation and regulations under Acts of Parliament or local authority bye-laws excluding:

- a** such cost incurred:
  - i** which can be recovered elsewhere; or
  - ii** where the notice to comply has been served upon You or the owner of the Contract Works prior to the happening of the Damage;
- b** the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Contract Works or by the owner thereof by reason of compliance with such legislation regulations or bye-laws.

Provided that the work of reinstatement will be commenced and carried out as soon as possible.

### 6 Plans and Specifications

We will indemnify You for Damage to deeds, plans, drawings, specifications, files or other contract documents necessary for the execution of the Contract or to obtain payment for work already carried out.

Provided that Our liability is restricted to the value of the materials as stationary

together with the cost of clerical labour involved in their reproduction and not the value to You of the information contained therein.

## 7 Other Interests

The interest in any portion of the Contract Works of any party entering into an agreement with You (or any of Your principals) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principals) requires such interest to be noted.

Provided that such other party will observe, fulfil and be subject to the terms, conditions, Exclusions and limits of this Section and the Policy insofar as they can apply.

## 8 Speculative Development

We will indemnify You for Damage to private dwellings (including those used for show purposes and their contents) and other buildings erected, altered or renovated for sale or letting out by You other than under a contract or agreement for a principal.

Provided that:

- a** in respect of any private dwelling the indemnity will cease from:
  - i** the date such private dwelling is sold or let by You; or
  - ii** 180 days after the date of Practical Completion whichever is the earlier;
- b** in respect of any other building the indemnity will:
  - i** not exceed £100,000; or
  - ii** cease to apply from the date such building is sold or let by You or 180

days after the date of Practical Completion whichever is the earlier;

- c** this Extension will be deemed not to extend cover beyond the date of expiration or non-renewal of this Section.

## 9 Offsite Storage

We will indemnify You for Damage to materials or goods temporarily held in store at any location away from the Contract Site within the Territorial Limits.

Provided that:

- a** such materials or goods are separately stored and identified as being designated for incorporation into a specific contract undertaken or to be undertaken by You; and
- b** We will not be liable under this Extension for Damage to materials or goods whilst being worked upon in preparation for their use at Contract Sites.

## 10 Free Issue Materials

We will indemnify You for Damage to free issue materials supplied by or on behalf of a principal for incorporation in the Contract Works and which are Your responsibility under the Contract provided that the total value of such materials is included within the estimate of Your annual turnover supplied to Us.

## 11 Expediting Expenses

In the event of Damage to the Contract Works (liability for which has been admitted under this Section) We will indemnify You for any additional costs

reasonably incurred by You in expediting reinstatement or repair of the lost, destroyed or damaged Contract Works by way of overtime, night work, work on public holidays, express freight, air freight and the cost of special delivery.

Provided that Our liability in respect of such additional costs will not exceed:

- a** 25% of the finally agreed amount of any one claim before the deduction of any Excess; or
  - b** £50,000 in respect of any one occurrence of Damage;
- whichever is less.

## 12 Additional Expenditure

In the event of Damage to the Contract Works (liability for which has been admitted under this Section) We will indemnify You for costs reasonably incurred by You to minimise Damage.

Provided that We will not pay:

- a** more than would have been payable if such costs had not been incurred; or
- b** for remedial work to any property or structure in existence before the start of the Contract Works.

## 13 Cessation of Works

We will indemnify You if, from any cause, work is to stop for a continuous period in excess of 90 days.

Provided that:

- a** You will provide Us with details of the work completed and outstanding for Us to consider continuation of cover; or
- b** nothing in this Extension will be deemed to extend cover beyond the

date of expiration or non-renewal of this Section.

## 14 Show Houses and Contents

We will provide cover for contents of show houses, flats and the like whilst on the Contract Site. The maximum we will pay in respect of the contents of any one show house, flat or the like is £10,000.

## 15 Increase in Contract Price

In the event of any increase in the contract price during the Period of Insurance the Sum Insured will be automatically increased up to a maximum of 20% of the Sum Insured specified in the Schedule.

## Section 8: Personal Accident

### Definitions

**The definitions which apply to this Section are in addition to the General Definitions**

#### Accident

Bodily injury caused solely by violent accidental external and visible means which injury will within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

#### Person Insured

You or Your directors partners or Employees aged not less than 16 years nor more than 75 years when named in the Schedule.

#### Results

- 1 Death (which will not be presumed by disappearance of the Person Insured);
- 2 Permanent Disablement being:
  - a total loss by permanent loss of all sight in one or both eyes;
  - b total loss by physical severance or total and permanent loss of use of one or both hands or feet;
  - c total and permanent disablement from engaging in or attending to business of any kind;
- 3 Temporary total disablement from engaging in or attending to usual business.

### Cover

In the event of any Accident happening to the Person Insured who suffers any of the Results We will pay the Person Insured or their legal personal representative the Benefit stated in the Schedule for that Result.

### Exclusions

This Section will not apply to an Accident or Result consequent upon:

- 1 the Person Insured being in or on or entering into or descending from any Aircraft other than a fully licensed passenger carrying Aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
  
Aircraft means any vessel, craft or thing made or intended to float in or travel through the air other than a hovercraft;
- 2 the Person Insured engaging in:
  - a winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports;
  - b riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind;
- 3 the Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause;
- 4 the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;

- 5** intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life);
- 6** or contributed to by any Person Insured suffering from any pre-existing physical or mental defect or infirmity;
- 7** the Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

## Special Conditions

### 1 Limit of Liability

Compensation for Result 3 will:

- a** not exceed normal weekly net earnings;
- b** be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result; or
- c** be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result 3 We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person Insured in connection with the injury causing the Result.

Compensation will not be payable for more than one of the Results described under 1 or 2 above and when payable for one of those Results will not be payable for Result 3 caused by the same Accident nor for any of the Results caused by any subsequent Accident.

### 2 Change in Circumstances

You will give Us immediate written notice of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section will give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We will not be bound to notice or be affected by any notice of trust, charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives will in all cases effectually discharge Us.

## Optional Extension

This Extension is operative only if the number set against it appears in the Schedule.

In respect of the following Extension the terms, conditions, limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

### Extension 1: Temporary Employees

The cover provided by Sections 1 and 2 is extended to apply to temporary Employees. Cover under this Extension is subject to:

- i a maximum of 50 days worked in total by all temporary Employees; and
- ii the total number of persons engaged in the Business does not exceed 15 at any one time.

# Important Information

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## Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs please return all your documents within 14 days of receiving them or of the start date of the policy (whichever is later) to Churchill Business Insurance, Customer Services, 37 Broad Street, Bristol BS1 2EQ and we will refund any premium you have paid, providing that you have not made any claim. If you cancel your policy after that time we will refund any premium paid for the remaining period of insurance, providing that you have not made any claim during the current period of insurance.

## Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**.

## Details of Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet all our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website **[www.fscs.org.uk](http://www.fscs.org.uk)**

## Churchill Privacy Notice

Full details of how we use your information and who we share it with is available to view at **<https://u-k-insurance.co.uk/brands-policy.html>** or you can call us if you would like a paper copy.



## How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0800 169 8777**. If you'd prefer to write to us you can send the letter to:

Customer Relations Manager  
Churchill Court  
Westmoreland Road  
Bromley  
BR1 1DP

Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint.

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks.	If we've been unable to resolve your complaint within 8 weeks	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: <ul style="list-style-type: none"> <li>• our investigation</li> <li>• the decision</li> <li>• Next steps, if applicable</li> </ul> It will also provide information about the Financial Ombudsman Service.

## Independent Review

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the FOS will not affect your legal rights.

You can contact them by:

**Email:**

**complaint.info@financial-ombudsman.org.uk**

**Phone:**

UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 20 7964 0500

**Writing to:**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Their website also has a great deal of useful information:

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



## How to contact us

Information helpline

0345 878 8194

Claims helpline

0345 878 8195

## Other products available from Churchill

Landlord

0345 878 8194

Van

0333 222 1040

Calls may be recorded

Looking for anything else? Just head over to [churchill.com](https://churchill.com)



**If you would like a Braille, large print or audio version of your documents, please let us know.**

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**CFB TPPB 0723**