

Major Customer Construction Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Major Customer Construction policy

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

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract.

This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

General definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

However, certain words have special meanings that only apply to a particular part of this policy. These are stated at the beginning of the relevant part as special definitions and will apply in that part wherever the defined words commence with a capital letter.

Business

- a) Those activities stated in the schedule
- b) maintenance of **property** and premises owned or occupied by **you**
- c) the provision and management of catering, social, sports and welfare organisations for the benefit of **employees** or **volunteers**
- d) **your** first aid, security, fire and ambulance services
- e) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of **yours**
- f) participation in exhibitions.

Business partner

Any person in business with **you** under the terms of a partnership agreement whether express or implied under legislation.

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this policy.

Damage

Physical loss or damage.

Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Hacking

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

Injury

Bodily injury, illness or disease (including death).

Member

Any member or co-opted member of **yours** or of **your** committees or subcommittees.

Money

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' draft, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp, credit, debit or charge card, sales voucher, phonecard, consumer redemption voucher and gift token, Value Added Tax purchase invoice and trading stamp.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Property

Physical property.

Territorial limits

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

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

Volunteer

Any person volunteering to assist or co-opted to assist **you** in the **business**.

We, us, our, ours or ourselves

Zurich Insurance Company Ltd or pertaining to Zurich Insurance Company Ltd.

You, your, yours or yourselves

The person, people or the company stated in the schedule as the insured.

General exclusions applicable to parts B and C

Parts B and C of this policy do not cover:

1. Date related performance and functionality

loss or damage, additional expenditure or extra expenses, legal liability, fees, costs, expenses, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data did denote a calendar date or dates

whether such **data processing system** is **your** property or not but in respect of part C of this policy this will not exclude subsequent loss or damage or consequential loss arising therefrom which itself results from a **defined peril**

2. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

General conditions

1. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.

2. Cancellation

We may cancel this policy or any part or portion thereof by giving 30 days notice in writing by special delivery mail to **you** at **your** last known address and in such event **you** will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Claims procedures

a) **Your** responsibilities

On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim **you** will:

- i) as soon as reasonably possible give notice to **us**; and
- ii) as soon as reasonably possible notify the police in respect of any loss or **damage** caused by theft or malicious persons; and
- iii) as soon as reasonably possible forward to **us** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against **you**; and
- iv) take action to prevent further loss, **damage** or injury; and
- iv) at **your** own expense and as soon as is reasonably practicable supply full details of the claim in writing to **us** together with any evidence and information that **we** may for the purpose of investigating or verifying the claim.

No settlement, admission or repudiation of liability, payment or promise of payment will be made without **our** written consent.

b) **Our** rights

We may take over in **your** name and on **your** behalf the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim for indemnity or damages and **you** will provide all information and assistance which **we** may require.

On the happening of **damage** to any property in respect of which a claim is made **we** and any person authorised by **us** may without incurring any liability or diminishing any of **our** rights under this policy enter, take or keep possession of the premises where such **damage** has occurred and take possession of or require to be delivered to **us** any insured property and deal with such property in any reasonable manner. This policy will be evidence of **our** licence so to act.

No property may be abandoned to **us** whether **we** have taken possession or not.

c) Subrogation

We may take legal proceedings in **your** name but at **our** expense for the purpose of exercising for **our** benefit any right of recovery **you** have against any other party and this condition will be evidence of **our** right so to do whether before or after **you** have received an indemnity.

4. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.

5. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

6. Housing Grant, Construction and Regeneration Act 1995

If a dispute under a construction contract defined in the Housing Grant, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve **us** in a payment under this policy then you must:

- a) tell **us** immediately **you** become aware of the referral
- b) forward to **us** immediately upon receipt all relevant documents in connection with the dispute.

We will only be responsible for damages and costs that become payable by **you**.

You must not waive under contract or otherwise any rights of appeal against the decision given by the adjudicator. If **you** do not comply with this **we** will not pay the damages or costs for which **you** are held responsible to pay.

If **we** successfully appeal against a decision and **we**:

- i) are allowed a full or partial recovery; and
- ii) have not received the amount involved from any source after a period of 6 months from the date of the decision

we reserve the right to recover the amount from **you**.

7. Increase in risk

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

8. Other insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

9. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

10. Policy interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions and general conditions. All reference to policy will mean any or all operative parts.

11. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
- i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
- i) treat this policy as if it had not existed; and
 - ii) not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply; and/or
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

12. Premium adjustment

If any part of the premium is calculated on estimates supplied by **you** an accurate record will be kept by **you** containing all information relative thereto and **you** will allow **us** to inspect such record. **You** will within one month from the expiry of each period of insurance supply to **us** such particulars and information as **we** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to **you** as the case may be subject always to the minimum premium stipulated.

13. Reasonable care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

14. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

15. Compulsory insurance

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this policy to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

Part A – Employers' liability

Section 1 – the cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

In addition to any claim for damages **we** will pay **costs and expenses**.

1.1 Automatic acquisitions

The indemnity provided under this part will apply in respect of any new or acquired company with an annual turnover not exceeding £10,000,000 for a period of 30 days from the date of creation or acquisition pending provision of information and agreement on terms to be applied provided always that in the case of any acquisition of a company whose business activities are substantially different from the **business you** will wherever possible notify **us** in advance of any such acquisition and in any event as soon as is reasonably practicable.

1.2 Brand protection

In the event of a claim or series of claims arising out of any one cause for which **you** would be entitled to receive indemnity under this part **we** will also indemnify **you** for reasonable costs incurred by **you** with **our** prior consent to mitigate resultant damage to **your** reputation.

Provided always that:

- a) the damage to **your** reputation is a consequence of media coverage in print or by radio or television or news agency
- b) the value **we** hold for the claim or series of claims arising out of one cause which results in damage to **your** reputation is at any time £1,000,000 or above
- c) **our** liability under this clause will not exceed £50,000 in any one period of insurance
- d) **we** will not be liable under this clause unless **we** have sole conduct and control of the claim or series of claims arising out of any one cause that result in damage to **your** reputation.

1.3 Corporate Manslaughter and Corporate Homicide Act 2007

We will also indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigations connected 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 have been committed during the period of insurance and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this part.

Provided always that:

- a) **our** liability under this clause will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **us**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at **our** liability payable under this clause.

1.4 Court attendance costs

We will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- a) any director or **business partner** £500
- b) any **employee, member** or **volunteer** £250

1.5 Health and Safety at Work etc. Act 1974

We will also indemnify **you** or any director, **business partner, employee** or **volunteer** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **our** consent to act for or on behalf of **you** or any director, **business partner, employee** or **volunteer** in their defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this part including costs of prosecution awarded against such director, **business partner, employee, volunteer** or **you** arising from such proceedings.

Provided always that:

- i) this indemnity will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) **we** will be under no liability:
 - 1) where **you** or any director, **business partner, employee** or **volunteer** is insured by any other policy
 - 2) where the criminal charge is in respect of any deliberate or intentional criminal act of **you** or any director, **business partner, employee** or **volunteer**
 - 3) in respect of legal fees and expenses which **you** or any director, **business partner, employee** or **volunteer** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director, **business partner, employee** or **volunteer**
 - 4) in respect of fines or penalties of any kind or the costs of appeal against Improvement or Prohibition notices
 - 5) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- iii) **you** or any director, **business partner, employee** or **volunteer** will give to **us** immediate notice of any summons or other process served upon **you** or any director, **business partner, employee** or **volunteer** and of any event that may give rise to proceedings.

1.6 Indemnity to other persons

We will also indemnify at **your** request:

- a) any **employee** or **volunteer**
- b) any director or **business partner**
- c) any public or local authority or other principal for whom **you** are or have been carrying out work but only to the extent required under the contract for the work
- d) any **employee** or **volunteer** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other **employee** resulting from treatment given in connection with any **injury** caused to such person and arising out of and in the course of the employment of such person by **you**
- e) any officer or member of **your** canteen, social, sports or welfare organisations
- f) any personal representative of **yours** in the event of **your** death.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

1.7 Solicitors fees

We will also pay solicitors fees incurred with **our** consent in connection with:

- a) representation at any coroner's inquest or fatal injury inquiry in respect of any death
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this part.

1.8 Unsatisfied court judgments

If any **employee, volunteer** or their personal representative obtains a judgment from a court within the **territorial limits** for damages for **injury** against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee, volunteer** or their personal representative.

Provided always that:

- a) the bodily injury:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the **employee, volunteer** or their personal representative will assign the judgment to **us**.

Section 2 – special exclusions

This part does not cover:

1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

2. Work offshore

liability for **injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

3. Work overseas

liability in respect of any **injury** caused outside the **territorial limits** but this exclusion will not apply to any **employee** temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into within the **territorial limits**.

Section 3 – special provisions

1. Limit of indemnity

Our liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

2. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

Part B – Public and products liability

Section 1 – special definitions

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Financial Loss

A pecuniary loss, cost or expense incurred by any person other than **you** or a director or **employee** of **you** as a result of a defect in Products or work carried out negligently by or on behalf of **you**.

Geographical Limits

- a) The **territorial limits**
- b)
 - i) anywhere in the world in respect of non-manual work
 - ii) anywhere in the world other than the United States of America, Canada and any territory under their jurisdiction in respect of manual workcarried out during temporary visits by **you** or any director, **business partner**, **member**, **employee** or **volunteer** normally resident in and travelling from the **territorial limits**
- c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America or Canada and any territory under their jurisdiction.

Pollution or Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere; and
- b) loss or **damage** or **injury** directly or indirectly caused by such pollution or contamination.

Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf in the **business**.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Section 2 – the cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **injury** to any person other than an **employee**
- b) accidental **damage** to **property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest

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

In addition to the limit of indemnity **we** will pay **costs and expenses**.

2.1 Advertising liability

We will also indemnify **you** in respect of all sums which **you** become legally liable to pay as damages arising in connection with the **business** during the period of insurance for:

- a) libel, slander or defamation
- b) infringement of copyright or title or slogan
- c) piracy or unfair competition or idea misappropriation under any implied contract
- d) any invasion of the rights of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018

committed or alleged to have been committed in any advertising, publicity article, broadcast or telecast and arising out of **your** advertising activities.

Provided always that **we** will not be liable for any liability arising from:

- i) the failure of performance of a contract but this exclusion does not apply to the unauthorised appropriation of ideas based upon breach of or alleged breach of an implied contract
- ii) infringement of trademark, service mark or trade name other than titles or slogans by use thereof in connection with Products or services sold, offered for sale or advertised
- iii) incorrect description or mistake in the advertised price of Products or services sold, offered for sale or advertised
- iv) the failure of Products or services to conform with advertised quality or performance
- v) an offence committed by **you** where **your** business is principally advertising, broadcast publishing or telecasting

2.2 Automatic acquisitions

The indemnity provided under this part will apply in respect of any new or acquired company with an annual turnover not exceeding £10,000,000 for a period of 30 days from the date of creation or acquisition pending provision of information and agreement on terms to be applied provided always that in the case of any acquisition of a company whose business activities are substantially different from the **business you** will wherever possible notify **us** in advance of any such acquisition and in any event as soon as is reasonably practicable.

2.3 Brand protection

In the event of a claim or series of claims arising out of any one cause for which **you** would be entitled to receive indemnity under this part **we** will also indemnify **you** for reasonable costs incurred by **you** with **our** prior consent to mitigate resultant damage to **your** reputation.

Provided always that:

- a) the damage to **your** reputation is a consequence of media coverage in print or by radio or television or news agency
- b) the value **we** hold for the claim or series of claims arising out of one cause which results in damage to **your** reputation is at any time £1,000,000 or above
- c) **our** liability under this clause will not exceed £50,000 in any one period of insurance
- d) **we** will not be liable under this clause unless **we** have sole conduct and control of the claim or series of claims arising out of any one cause that result in damage to **your** reputation.

2.4 Contingent motor liability

We will also indemnify **you** in respect of **your** legal liability for accidental **injury** to any person or accidental **damage** to **property** arising out of the use of any motor vehicle not the property of nor provided by **you** and being used in the **business**.

Provided always that **we** will not be liable:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon
- b) for accidental **injury** to any person or accidental **damage** to **property** arising while such vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

2.5 Corporate Manslaughter and Corporate Homicide Act 2007

We will also indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this part.

Provided always that:

- a) **our** liability under this clause will not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the schedule whichever is lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at **our** liability payable under this clause.

2.6 Costs of criminal proceedings

We will also indemnify **you** and at **your** request any director, **business partner, member, employee** or **volunteer** against:

- a) legal costs and expenses incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you** or such director, **business partner, member, employee** or **volunteer** for an alleged breach of:
 - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) Part II of the Food Safety Act 1990
 - iii) Part II of the Consumer Protection Act 1987
 - iv) the Construction (Design & Management) Regulations 2015

occurring during the period of insurance in the **business** including legal costs and expenses incurred with **our** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which **you** or any director, **business partner, member, employee** or **volunteer** has effected a more specific legal expenses protection or insurance

- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of **employees**
- 5) proceedings unless such proceedings are related to any event involving **injury** or **damage** to **property** which is or may be the subject of indemnity under this part.

2.7 Court attendance costs

In addition to the limit of indemnity **we** will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- a) any director or **business partner** £500
- b) any **member, employee** or **volunteer** £250

2.8 Data Protection

We will indemnify **you** for legal costs and expenses incurred with **our** prior consent, and all sums **you** are required to pay as damages to an individual arising from proceedings brought against **you** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) **we** will not be liable under this clause for:
 - 1) fines, penalties, liquidated, punitive or exemplary damages
 - 2) the costs of notifying any person regarding loss of personal data
 - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
 - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this clause committed by **you**
- ii) **our** liability under this clause will not exceed £1,000,000 in any one period of insurance.

2.9 Defective Premises Act 1972

We will also indemnify **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Provided always that **we** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

2.10 Difference in conditions/Difference in limits

Where a separate more specific Construction 'All Risks' insurance or Third Party and Products Liability insurance is arranged by or on behalf of **you** the indemnity under this part will apply in respect of:

- a) any claim which is excluded under such separate insurance to the extent that it would have been covered had it been made under this part
- b) any amount in excess of the limit of indemnity available under such separate insurance to the extent the claim is insured under this part.

Provided always that:

- i) **our** liability under this clause will not exceed the limit of indemnity stated in the schedule
- ii) in the event of failure by **you** to maintain such policies the insurance under this part will apply in the same manner as it would have had the policies been fully maintained.

2.11 Environmental clean up costs

We will also indemnify **you** in respect of all sums including statutory debts that **you** are legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all **costs and expenses**. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) **we** will be under no liability:
 - i) in respect of Clean Up Costs for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - ii) for **damage** connected with pre-existing contaminated **property**
 - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
 - iv) in respect of removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
 - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
 - ix) for **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
 - x) in respect of fines or penalties of any kind
 - xi) for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - xii) for **damage** which is covered by a more specific insurance policy
 - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - xiv) for **damage** caused by disease in animals belonging to or kept or sold by **you**.

2.12 Financial loss (tort only)

We will also indemnify **you** against all sums which **you** become liable in tort to pay as compensation in respect of claims for Financial Loss first made in writing against **you** arising out of the **business** and notified to **us** during or within 30 days of expiry of the same period of insurance.

In addition **we** will pay **costs and expenses**.

Provided always that:

- a) **our** liability under this clause will not exceed £250,000 in any one period of insurance
- b) in respect of any claim for which indemnity is provided under this clause **you** will pay 10% of such claim or £5,000 whichever is the greater
- c) the indemnity granted by clause 2.15 will not apply to this clause
- d) this clause is subject to the terms, conditions, limitations and exclusions of this policy in so far as they can apply

- e) the indemnity granted under this clause will not apply to nor include:
 - i) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of Products or any work carried out by **you** or on **your** behalf
 - ii) any claim for diminution in value of Products or any work to which this clause applies
 - iii) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws
 - iv) liability arising from any act of fraud or dishonesty
 - v) liability arising from non performance, non completion, delay, financial default or insolvency
 - vi) liability arising out of designs, plans, drawings or professional advice given by **you** or arising out of professional negligence on **your** part
 - vii) liability arising from **your** deliberate act or omission where the Financial Loss could reasonably have been foreseen by **you** having regard to the nature and circumstances of such act or omission
 - viii) liability arising out of any circumstances known to **you** at the inception of this clause
 - ix) liability:
 - 1) which arises out of any contract, agreement, warranty, collateral warranty or guarantee
 - 2) in tort including negligence or breach of statutory duty to any person with whom **you** have contracted where such liability arises under contract except where such liability is wider or more extensive than **your** contractual liability to such persons
 - x) liability arising from Products knowingly exported from within the **territorial limits** or work carried out by **you** or on **your** behalf outside the **territorial limits**
 - xi) liability arising from **injury** or **damage** to **property** or obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic
 - xii) liability arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

2.13 Indemnity to other persons including personal representatives

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this part being brought or made against:

- a) any **employee** or **volunteer**
- b) any director, **business partner** or **member**
- c) any public or local authority or other principal for whom **you** are or have been carrying out work but only to the extent required by the contract for the work
- d) any **employee** or **volunteer** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- e) any officer or member of **your** canteen, social, sports or welfare organisations
- f) any personal representative of **yours** in the event of **your** death

we will indemnify such person if in respect of a) to e) **you** so request against such claim or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** will not be liable under this clause unless **we** have the sole conduct and control of all claims.

2.14 J.C.T. clause 21.2.1 / 6.5.1

If **you** are required under the terms of Clause 21.2.1 of the J.C.T. Standard Form of Contract or any equivalent clause in a comparable Form of Contract or any subsequent revision **we** will cover **you** for a period of 30 days pending receipt of details and survey if required in both **your** name and that of the employer.

We will indemnify the employer against **damage** to any **property** other than the contract works arising from:

- a) collapse, subsidence, vibration, weakening or removal of support or lowering of ground water
- b) heave where this is included in the contract conditions and which arises from, out of or in the course of or by reason of the carrying out of the contract.

Provided always that this indemnity will not apply to **damage**:

- i) arising from the negligence, omission or default of **you**, any **employees** or **your** agents or any subcontractor, their employees or agents
- ii) arising from errors or omissions in the designing of the contract works
- iii) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- iv) which is at the risk of the Employer under clause 22(B) or 22(C) of the J.C.T. Standard Form of Contract or any subsequent revision thereof or any equivalent clauses under any comparable Form of Contract.

The total amount **we** will pay under this clause is £1,000,000 in any one period of insurance.

2.15 Joint liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

2.16 Motor vehicle property damage

We will indemnify **you** in excess of the amount payable under a policy of motor insurance for **damage** to **property** arising out of **your** or any **employee's** use within the **territorial limits** of any commercial vehicle owned, hired or lent to **you** in circumstances where **you** are required by law to arrange compulsory motor insurance.

Provided always that:

- a) the limit of liability under such policy of motor insurance is not less than the minimum required by law in the territory concerned
- b) the indemnity provided under this policy is subject to the same terms, conditions and warranties as the primary motor insurance policies
- c) **our** liability under this clause will be the difference between the limit under the primary policy and the limit of indemnity stated in the schedule
- d) **we** will be under no liability for **damage** to any such vehicle.

2.17 Munitions of war

General exclusion 2 e) will not apply to liability arising from weapons of war left underground or underwater following:

- a) military exercises
- b) any armed conflict

which ceased prior to the inception date of this policy.

2.18 Personal liability

At **your** request this part will apply to the personal liability of any:

- a) director, **business partner, member, employee** or **volunteer** or any member of the family of such director, **business partner, member, employee** or **volunteer** in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were **you** fulfil and be subject to the terms and conditions of this part; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

Section 3 – special exclusions

This part does not cover:

1. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with **your** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which **you** shall become legally liable to pay as compensation for:
 - i) physical bodily injury or disease
 - ii) physical loss of or physical damage to material property
- b) **our** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

This exclusion is not applicable to the indemnity provided by clause 2.8

3. Foreign operations

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside the **territorial limits**

4. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

5. Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle or plant
- ii) the use of any mechanically propelled motor vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on **your** premises or contract site or the immediate vicinity thereof of any mechanically propelled motor vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

6. Pollution or contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

7. Products exclusion

a) the repair, replacing or rectifying of any Product:

- i) which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such Product or any part thereof but this will not apply to other parts of the Product which are free of the defective condition but are damaged as a consequence thereof
- ii) which is lost or damaged to enable the repair, replacement or rectification of the defect excluded by i) above.

For the purpose of this part and not merely this exclusion the Product will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Product or part thereof

- b) recalling or guaranteeing the performance of any Product
- c) liability arising from any Products:
 - i) which at the time of the contract of sale or supply are knowingly
 - 1) sold or supplied for use in craft designed to travel through air or space
 - 2) exported to the United States of America or Canada
 - ii) in **your** custody or control

8. Professional advice

liability arising out of professional advice given by **you** for a fee or in circumstances where a fee would normally be charged

9. Property being worked on

damage to that part of any **property** upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of such work

10. Property damage excess

the first £500 of compensation payable for **damage** to **property** in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Provided always that **you** will indemnify **us** in respect of any such amount for which **we** have made a payment

11. Property held in trust

damage to **property** belonging to **you** or held in trust by or borrowed, rented, leased or hired for use by **you** but this exclusion will not apply to:

- a) the personal effects including motor vehicles or their contents of any director, **business partner, member, employee, volunteer** or visitor
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than such **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

12. Vessels and craft

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

Section 4 – special provisions

1. Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

2. Limit of indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by Pollution or Contamination where the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Use of heat

The following precautions should be complied with on each occasion of the use or application of heat as defined below by **you** or on **your** behalf taking place elsewhere than on **your** own premises.

- a) **Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers**
 - i) The area in the immediate vicinity of the work including in the case of work carried out on one side of a wall or partition the opposite side of the wall or partition to be cleared of all loose combustible material. Other combustible material to be covered by sand or overlapping sheets or screens of non-combustible material.
 - ii) At least 2 adequate and appropriate portable fire extinguishers in proper working order to be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.

- iii) A fire safety check of the working area to be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- iv) Blow lamps and blow torches to be filled in the open and not be lit until immediately before use and extinguished immediately after use.
- v) A person to be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

b) Use of asphalt, bitumen, tar, pitch or lead heaters

- i) The heating to be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base.

Part C – Contractors’ ‘all risks’

Section 1 – special definitions

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

Completion

Completion apart from a prospective purchaser’s or tenant’s choice of decorations and final fitments.

Contract

The agreement under which the Contract Works are undertaken.

Contract Price

The original estimated value of the Contract Works including the value of any free issue materials supplied by the Principal or their agents at commencement of the Contract.

Contract Site

As stated in the schedule.

Contract Works

The permanent and temporary works executed in performance of the Contract and materials for use in connection therewith.

Employees Personal Tools and Effects

Personal tools and effects the property of **your employees** other than motor vehicles, precious metals, precious stones or articles made therefrom or **money**.

Existing Structure

The structure of the buildings including landlord’s fixtures and fittings, foundations, yards, paths, roads, hoardings and walls, around and pertaining to the building but specifically excluding telephone lines, gas, water and electricity meters, pipes, cables and any property which is underground or in adjoining yards or roadways.

Hired-in Plant

Contractors’ plant hired-in by **you** but not on hire purchase or free loan to **you** comprising all types of contractors’ plant including scaffolding, temporary buildings and their contents other than **money** or as more specifically described in the schedule.

Nuclear Material

- a) Nuclear fuel other than natural uranium and depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a **nuclear reactor** either alone or in combination with some other material
- b) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes.

Owned Plant

Contractors’ plant belonging to **you** or on hire purchase, free loan or leased to **you** comprising all types of contractors’ plant including scaffolding, temporary buildings and their contents other than **money** or as more specifically described in the schedule.

Principal

The party other than **you** on whose behalf the Contract Works are undertaken.

Production Use or Storage of Nuclear Material

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

Vitiating Act

Any instance of fraud, material misrepresentation, material non-disclosure or breach of any condition of this policy.

Section 2 – contract works

The cover

The insurance under this section is in respect of **damage** to the Contract Works occurring:

- a) while in transit other than by sea or air within the **territorial limits** to or from the Contract Site
- b) while on the Contract Site or adjacent thereto until the issue of a certificate of completion or until taken over by the Principal and for 14 days thereafter where **you** are required to insure under the terms of the Contract
- c) during the period of maintenance or defects liability not exceeding 12 months:
 - i) arising from a cause occurring prior to the commencement of such period
 - ii) occasioned by the contractor in the course of any operations carried out by them for the purpose of complying with their obligations under the maintenance or defects liability clause in the Contract.

Provided always that **you** will demonstrate that any **damage** which is first revealed during the period of maintenance or defects liability is **your** responsibility under the terms of the Contract.

2.1 Additional costs of construction

In the event of delay in completion of the Contract or part of the Contract solely due to **damage** to the permanent Contract Works for which **you** are indemnified under this part **we** will pay the amount by which the cost of construction of those parts of the permanent Contract Works not suffering such **damage** and being unbuilt or incomplete at the time of the **damage** exceeds the cost of construction had no such **damage** occurred.

Provided always that:

- a) such additional amount solely relates to the effect of inflation on the cost of materials, usage of plant and labour
- b) the amount payable by **us** in respect of any one occurrence will not exceed the amount equivalent to 10% of the original cost of construction or the limit of indemnity in respect of this section whichever is the lesser
- c) **we** will not cover:
 - i) any costs which would have been incurred irrespective of whether the **damage** had occurred
 - ii) any costs incurred solely to expedite the completion of the permanent works or to have the permanent works completed at an earlier date than would have been obtained had no such **damage** occurred
 - iii) any increased costs incurred in redesigning the permanent works or any increased costs as a result of such redesigning
 - iv) additional costs of reconstruction resulting from delay due to **your** inability to provide funds sufficient for the repair or replacement of the **property** suffering **damage**
 - v) additional insurance premiums
 - vi) head office management expenses or overheads of any kind whatsoever
 - vii) contractors' plant and labour idle time costs
 - viii) additional finance charges or legal expenses
 - ix) any costs contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease
 - x) costs arising from or in respect of any other consequential losses not specifically provided for herein
 - xi) costs incurred which are specified elsewhere in this policy.

2.2 Existing structures

Subject to the following supplementary condition this section includes **damage** to Existing Structures within Great Britain or Northern Ireland that **you** purchase for future development or are contractually responsible to insure caused by fire, lightning, explosion or aircraft or other aerial devices or articles dropped from them occurring during the period of insurance.

Provided always that:

- a) this clause will not apply to any Existing Structure where the intention is to demolish any part of it
- b) this clause will only apply to any Existing Structure for which the reinstatement value based on its condition at the date of acquisition and inclusive of professional fees, debris removal costs and additional costs to comply with European Union or local authority requirements is £1,000,000 or less unless otherwise agreed by **us**

- c) **your** interest in the Existing Structure is not insured under any other insurance
- d) 'period of insurance' will not include any maintenance or defects liability period
- e) **you** must as soon as reasonably practicable and no later than 30 days after **you** assume responsibility to insure provide full details of any Existing Structure to **us** and effect specific insurance thereon or cover under this clause will cease in respect of the relevant Existing Structure
- f) **you** will pay **us** an additional premium if required
- g) the **excess** applicable to this clause is £1,000 or the amount stated in the schedule whichever is the greater
- h) the amount payable under this clause will be the value of the Existing Structure at the time of its destruction or the amount of the **damage** but not exceeding £1,000,000 any one location inclusive of costs incurred as insured under clauses 2.8, 2.9 and 6.2.

Supplementary condition

It is a condition precedent to **our** liability under this clause that whenever an Existing Structure is left unattended:

- i) the gas, water and electricity services other than electrical circuits required to maintain any fire or intruder alarm system are turned off at the mains
- ii) all doors, windows and other points of access are secured to prevent unauthorised access and any alarm protection put in full and effective operation
- iii) it is inspected by **you** or **your** authorised representative at least once per week to ensure continuing compliance with i) and ii) and any defect found during such inspection is rectified immediately. The inspection results to be documented and retained off site.

2.3 Expediting expenses

We will pay the reasonable costs necessarily incurred by **you** in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of **damage** to the Contract Works for which **you** are indemnified under this section.

Provided always that the amount payable will not exceed 50% of the cost of repair had such costs not been incurred.

2.4 Free-issue materials

This section includes free-issue materials supplied by the Principal or their agents and for which **you** are responsible under the terms of the Contract provided always that the total value of all such free-issue materials is included in any declaration made to **us**.

2.5 Joint names/multiple insureds

This section includes any party in a like manner to **you** where required by the conditions of the Contract.

If there is more than one insured party each operating as a separate and distinct entity then this section of this policy will apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided always that:

- a) **our** total liability to all of the insured parties collectively will not exceed the limits of indemnity including any inner limits stated in this section or by endorsement
- b) any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties arising from any one event giving rise to a claim under this section
- c) the insured parties will at all times preserve any contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of **damage**
- d) **we** will be entitled to avoid liability to or claim damages from any of the insured parties where such party has committed a Vitiating Act
- e) this clause will only apply in respect of Contracts undertaken in the **territorial limits**.

It is agreed that:

- i) a Vitiating Act committed by one insured party will not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act
- ii) **we** will waive all rights of subrogation which **we** may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act.

2.6 Offsite storage

This section includes **damage** as herein provided to the **property** insured while in store at any situation within the **territorial limits** other than the Contract Site but not where the value of the **property** insured in store exceeds £250,000 unless **our** prior written consent has been obtained.

Provided always that **you** are responsible for such **damage** under the terms of the Contract.

2.7 Plans

This section includes the cost of rewriting or redrawing documents, drawings and business books in consequence of **damage** insured under this section but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

Provided always that the amount payable shall not exceed one per cent of the **contract price** or £50,000 whichever is the greater.

2.8 Professional fees

This section includes the reasonable cost of architects', surveyors', consulting engineers' and other professional fees necessarily incurred in the reinstatement of the **property** insured following **damage** to the Contract Works for which **you** are indemnified under this section but not fees for preparing any claim.

Provided always that the amount payable will not exceed those authorised by the appropriate professional body.

2.9 Public authorities

This section includes the additional cost of reinstatement following **damage** to **property** insured for which **you** are indemnified under this section solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority or European Union directive.

Provided always that:

- a) reinstatement is carried out without delay and may be carried out upon another site subject to **our** liability not being increased thereby
- b) the amount recoverable under this clause will not include:
 - i) the costs incurred in complying with regulations or bye-laws intimated to **you** prior to the happening of the **damage**
 - ii) the costs incurred in respect of undamaged **property**
 - iii) the amount of any rate, tax, duty, development or other charge which may become payable following compliance with such regulations or bye-laws.

2.10 Speculative development including show properties

This section includes **property** being built or erected by **you** other than under contract. In respect of such **property** cover shall cease to apply:

in respect of flats or maisonettes from:

- a) the date on which more specific insurance is arranged
- b) six months after the date of Completion of the work of building or erecting the last property in that block of flats or maisonettes

whichever is the earlier

in respect of other **property** from:

- a) the date such **property** is sold or let; or
- b) six months after the date of Completion of the work of building or erecting the last **property** on the contract site

whichever is the earlier.

Completion shall mean completion apart from a prospective purchaser's or tenant's choice of decorations and/or final fitments.

2.11 Show property contents

This section includes the contents of any show **property** for which **you** are responsible on the contract site until:

- a) the date such show property is sold or let; or
- b) six months after the date of Completion of the last **property** on the contract site

whichever is the earlier.

Provided always that:

- i) the amount payable will not exceed £50,000 in respect of the contents of any one show **property**; and
- ii) **we** shall not be liable for **damage** to any items of audio-visual equipment, computers, works of art, or antiques.

Completion shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments.

2.12 Subcontractors waiver

In respect of **damage** to the **property** insured in so far as is required by the subcontract **we** will not pursue any rights of subrogation against subcontractors directly engaged by **you**.

Special exclusions to section 2

This section does not cover:

1. Breakdown

damage to any item of machinery caused by its own breakdown or explosion.

This exclusion will not apply to machinery forming part of the Contract Works while undergoing testing and commissioning provided always that:

- a) **you** are responsible for such **damage** under the terms of the Contract
- b) such machinery is new and unused at the commencement of the Contract
- c) **damage** occurs within 14 days from the start of testing or commissioning

2. Existing structures

damage to any **property** forming or which has formed part of any Existing Structure prior to the commencement of the Contract or speculative development other than as provided for under clause 2.2

3. Limited defective condition (DE3)

the cost of repairing, replacing or rectifying any:

- a) **property** insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **property** insured or any part thereof but this will not apply to other **property** insured which is free of the defective condition but is damaged as a consequence thereof
- b) **property** insured lost or damaged to enable the repair, replacement or rectification of **property** insured excluded by a) above.

For the purpose of this section and not merely this special exclusion the **property** insured will not be regarded as suffering **damage** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **property** insured or part thereof

4. Non-ferrous metals

theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- a) an authorised **employee** or agent of **yours** is actually on site
- b) such **property** is contained in a securely locked hut or building

5. Normal upkeep

the cost of normal upkeep or normal making good

6. Occupation of the works

damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner, tenant or occupier other than as herein provided

7. Relief under contract

damage for which **you** are relieved of responsibility by the conditions of the Contract.

Special provisions to section 2

1. Automatic increase in sum insured

If the Contract Price increases after commencement of the Contract to an amount in excess of the sum insured stated in the schedule the sum insured will be automatically increased by up to 25% in respect of any such Contract.

2. Automatic reinstatement of sum insured

Where the sum insured is reduced by payment made hereunder the sum insured will be reinstated provided always that **you** pay such additional premium as may be required by **us** which additional premium will be disregarded for the purpose of any adjustment of premium under this part.

3. Limit of indemnity

The amount of indemnity under this section will not exceed in addition to the amounts stated in section 6 the sum insured stated in the schedule.

Section 3 – employees personal tools and effects

The cover

The insurance under this section is in respect of **damage** to Employees Personal Tools and Effects while on the Contract Site or adjacent thereto.

Special provision to section 3

1. Limit of indemnity

The amount of indemnity under this section will not exceed:

- a) in respect of any one item of **property** insured the market value of the item at the time of the **damage**; and
- b) in respect of any one **employee** the sum of £500
- c) the sum insured stated in the schedule.

Section 4 – owned plant

The cover

The insurance under this section is in respect of **damage** to Owned Plant while at any situation within the **territorial limits** and while in transit other than by sea or air between such situations.

Special exclusions to section 4

This section does not cover:

1. Attachments

damage to cutting edges, tools, trailing cables or flexible pipes other than when such **damage** results from the total loss of the complete item or items of insured plant

2. Breakdown

damage to any item of plant caused by its own breakdown or explosion but not **damage** by any ensuing cause otherwise indemnifiable under this section

3. Materials treated

damage caused by or arising out of materials treated by insured plant or by foreign bodies entering the plant with such materials.

Special provision to section 4

1. Limit of indemnity

The amount of indemnity under this section will not exceed in addition to the amounts stated in section 6:

- a) in respect of any one item of property insured the market value of the item at the time of the **damage**
- b) the sum insured stated in the schedule.

Section 5 – hired-in plant

The cover

The insurance under this section is in respect of **your** legal liability under the terms of any hiring agreement or otherwise to pay:

- a) compensation for **damage** to Hired-in Plant while in **your** custody or under **your** control at any situation within the **territorial limits** and while in transit other than by sea or air between such situations
- b) continuing hire charges in consequence of **damage** covered under a) above.

Special provision to section 5

1. Limit of indemnity

The amount of indemnity under this section will not exceed in addition to the amounts stated in section 6:

- a) in respect of Hired-in Plant the sum insured stated in the schedule
- b) in respect of continuing hire charges the sum insured stated in the schedule provided always that the period in respect of which payment is made hereunder will commence 24 hours after the occurrence of the **damage** and be limited to the indemnity period stated in the schedule.

In addition **we** will where legal proceedings have been defended with **our** written consent pay all legal charges for which **you** may be liable.

Section 6 – additional covers applicable to sections 2, 3, 4 and 5

The insurance under sections 2, 3, 4 and 5 includes the following additional covers.

6.1 Automatic acquisitions

The indemnity provided under this part will apply in respect of any new or acquired company with an annual turnover not exceeding £10,000,000 for a period of 30 days from the date of creation or acquisition pending provision of information and agreement on terms to be applied provided always that in the case of any acquisition of a company whose business activities are substantially different from the **business you** will wherever possible notify **us** in advance of any such acquisition and in any event as soon as is reasonably practicable.

6.2 Debris removal

We will indemnify **you** in respect of the reasonable costs and expenses necessarily incurred by **you** with **our** consent in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up propping and fencing off
- d) repairing or cleaning drains, sewers, service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass

following **damage** for which **you** are indemnified under this part.

Provided always that the amount payable will not exceed 10% of the limit of indemnity in respect of section 2 or £25,000 whichever is the greater.

6.3 Difference in conditions/Difference in limits

Where a separate more specific Construction 'All Risks' insurance or Third Party and Products Liability insurance is arranged by or on behalf of **you** the indemnity under this part will apply in respect of:

- a) any claim which is excluded under such separate insurance to the extent that it would have been covered had it been made under this part
- b) any amount in excess of the limit of indemnity available under such separate insurance to the extent the claim is insured under this part.

Provided always that:

- i) **our** liability under this clause will not exceed the limit of indemnity stated in the schedule
- ii) in the event of failure by **you** to maintain such policies the insurance under this part will apply in the same manner as it would have had the policies been fully maintained.

6.4 Munitions of war

We will indemnify **you** in respect of **damage to property** insured caused by munitions of war provided always that the presence of such munitions does not result from a state of war current at the time of such **damage**.

6.5 Recovery costs

In respect of Owned Plant and Hired-in Plant **we** will indemnify **you** for the reasonable costs necessarily incurred by **you** to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided always that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this policy had such costs not been incurred

- b) **we** will not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant
- c) **we** will not be liable under this clause in respect of the cost of recovering plant situated underground.

Section 7 – special exclusions to part C

This part does not cover:

1. Communicable diseases

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of Communicable Disease

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

2. Consequential loss

liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or **damage** not specifically provided for herein

3. Electronic risks

- a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

but this will not exclude loss or damage or consequential loss arising therefrom which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

4. Excess

the **excess** stated in the schedule in respect of each and every occurrence of **damage** for which **you** are indemnified under this part.

Any **damage** to the **property** insured arising on any Contract Site during any one period of 72 consecutive hours within the period of insurance caused by earthquake, storm, tempest or flood will be deemed to constitute one occurrence. The commencement of any such period will be decided by **you** it being agreed that there will be no overlapping of any 2 or more such periods

5. Inventory losses or unexplained disappearance

loss of the **property** insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the **property** insured due to its being stolen or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been the subject of notification under the terms of general condition 3 including reporting the matter to the police

6. Motor vehicles

loss of or damage to any mechanically propelled vehicle or an attached trailer but this exclusion does not apply to any vehicle which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation
- b) designed or adapted primarily for use as a tool of trade

7. Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the Safe Use of Cranes - BS7121

8. Northern Ireland civil commotion

loss, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

9. Nuclear site risks

loss of or damage to any:

- a) Nuclear Material
- b) **property** in the high radioactivity zone of a **nuclear reactor** or in any area where the level of radioactivity requires the provision of a biological shield
- c) Contract Works other than **property** described by part b) of this exclusion for construction, erection, installation, repair, maintenance or decommissioning of or in or on any building or plant which has been used, is used or is designated to be used for the Production Use or Storage of Nuclear Material other than with **our** prior consent

10. Pollution

loss or damage caused by pollution or contamination other than **damage** to the **property** insured caused by pollution or contamination

11. Terrorism

loss, damage, cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon **you**

12. Waterborne risks

loss of or damage to any airborne or waterborne vessel or craft, marine rig, platform or **property** situated on any such vessel, craft, rig or platform.

This exclusion will not apply to **property** situated on any such vessel, craft, rig or platform while being used on inland waterways or canals

13. Wear and tear

the cost of rectification or making good of wear and tear, mildew, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidation or scratching of painted or polished surfaces

14. Wilful act

loss or damage caused by **your** wilful act or wilful neglect.

Section 8 – special provision to part C

1. Payments on account

At **our** discretion payments on account may be made to **you** following indemnifiable **damage** under this policy but in no case will any payment exceed **our** liability in respect of such **damage**.

Section 9 – special conditions to part C

1. Claims settlement

We will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the **property** lost or damaged
- c) repair of the **property** lost or damaged.

If **we** decide to settle a claim by reinstatement, replacement or repair of **property** insured **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We will not spend on one item more than its sum insured.

We will not be responsible for temporary repairs carried out without **our** consent unless such temporary repairs are carried out under clause 2.3 or any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

Where **damage** is confined to a part of an item of **property** insured **we** will be liable only for the value of that part plus the cost of any necessary dismantling and erection for which **you** are responsible.

We will have the right to the salvage of any **property** insured.

2. Hiring out

In the case of Owned Plant or Hired-in Plant hired out by **you** the conditions of such hirings will be no less onerous than the standard conditions of The Construction Plant-Hire Association unless specifically agreed by **us**.

3. Joint Code of Practice

In respect of all Contracts for which the estimated Contract Price is £2,500,000 or more **you** undertake to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation ("The Joint Code").

For the purpose of The Joint Code if the estimated Contract Price exceeds £20,000,000 it will be deemed to be a large project.

Our appointed representative will have the right at all reasonable times to enter and inspect the Contract Site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event that **we** become aware of a breach of The Joint Code **we** may inform the main/management contractor's site management of the nature of the breach specifying the remedial measures required by **us** ("Remedial Measures") and the period within which these must be completed.

Where **we** consider such a breach is of sufficient importance **we** may confirm the same by notice in writing ("Notice") to the Principal and the main/management contractor at their respective addresses. Under the terms of this or any subsequent Notice **we** may suspend or cancel all cover at the Contract Site concerned from the date named in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension such cover will be reinstated when **we** are satisfied that the Remedial Measures have been completed. Such Notice will be given by registered post, recorded delivery, facsimile transmission or by hand.

This condition will not in itself be considered a condition precedent to liability but its inclusion will not prejudice, waive or remove **our** rights under the terms of this policy.

This condition does not apply to any public liability, employers' liability or 21.2.1 insurance provided by **us**.

In the event of cancellation only **we** agree to return to **you** a pro-rata proportion of the relevant part of the policy premium.

4. Overload testing

Any form of testing involving abnormal stresses or intentional overloading on Owned Plant or Hired-in Plant will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121 or alternatively **you** will bear all losses arising out of such testing.

5. Series defects

If the development or discovery of a defect in any part of the Contract Works indicates or suggests that similar defects exist in other parts of the Contract Works **you** will forthwith investigate and if necessary rectify the defects in such other parts at **your** own expense or alternatively bear all losses arising out of the said defects.

6. Stoppage of work

In the event of stoppage of work by **you** on the Contract Site from any cause for a period of 3 consecutive months cover for Contract Works will be suspended unless otherwise agreed in writing by **us**.

In the event of such total or partial cessation of work **you** will use due diligence and do all things reasonably practicable to protect the **property** insured.

Zurich Insurance Company Ltd

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