

Public Liability Combined insurance policy

Welcome to your Admiral business policy

This is **our** Public Liability Combined 'Policy Wording,' which gives an oversight to the sections that will follow and will vary depending on the covers **you** select.

Our agreement with you

Thank **you** for choosing Admiral business as **your insurer**.

In return for **you** paying the appropriate premium and complying with the terms and conditions of the **policy**, **we** agree to cover **you** in accordance with the terms of the **policy**.

Where **you** have purchased this policy directly from **us**, please contact **us** to make any amendments, notify a **claim** or make a complaint in relation to **us**.

Where **you** have purchased this policy from a broker or intermediary, please contact them regarding any amendments, to notify a claim or to make a complaint in relation to them, unless otherwise advised by **your** broker or intermediary

Some things to know about your Policy

Your Policy is made up of:

- General Terms and Conditions (within this document) that detail the contractual insurance relationship between **you** and **us**.
- A 'Policy schedule' which is where **you** will find the active sections of the **policy** that **you** have purchased along with the limits of **our cover** and any **excess** or **endorsements** that detail specific changes to the standard terms of the **policy** that are specific to **your** cover.
- A 'Policy Wording' (this document) that will give **you** a greater understanding of the cover that **you** have bought and will also include some general limits and **excesses**.
- 'Statement of Fact.'
- 'Summary of Cover.'

These **documents** (whether physical or electronic) form the contract between **you** and **us**. Please keep them in a safe place.

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Data protection statement

To view **our data** protection **policy**, please click on the following link:

[Privacy and Security Policy – Admiral](#)

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, **we** 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**.

Section 1 Definitions

Abuse

Any:

- Physical or mental **abuse**;
- Assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment;
- Act of a sexual nature or any act undertaken with a sexual motive; or
- Repeated or continuing act of contempt, use of insulting words or behaviours.

Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;
2. Fibres or particles of any material in 1. above; or
3. Any material containing anything in 1. or 2. above.

Avionics

Any **product** designed to be used on or in any aircraft or airborne vehicle.

Bodily injury

Death, physical injury, illness, disease, or mental injury.

Business

The activities of the business shown in the **schedule**.

For the purposes of Section 3 only, '**Business**' is extended to include:

- Ownership, use and upkeep of **your premises**;
- Upkeep of vehicles and **plant** owned and used by **you**;
Canteen, social, sports, educational and welfare organisations provided by **you** for the benefit of any **employee**;

- **Your** first aid, fire security and ambulance services;
- **Your** participation in exhibitions; and
- Private work by any **employee** with **your** prior agreement for **you** or for any director, partner, or **employee** of **yours**.

Circumstance(s)

Circumstance(s) means an incident, occurrence, dispute, fact, matter, act, or omission that is likely to give rise to a claim.

Claim

Claim means: the receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or

Any writ, statement of **claim**, **claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **claim**, counter **claim** or third- or similar- party notice served upon **you**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **you**.

Client

Client means a customer to whom **you** provide **goods** or **services** under a written contract or for a fee.

Communicable disease

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

- 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;
- 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 organism; and

- 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**.

Company

Company means the **company** stated in the **schedule** and shall include all **subsidiary companies**.

Computer system

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

Consequential loss or damage

Loss of any kind that is not directly related to the incident that caused **you** to **claim** including but not limited to any financial or economic loss, **damages**, costs, expenses, fines or penalties

Contract Works

Works undertaken by the insured as a result of a contract with a third party prior to practical completion and handover

Contract Sites

Works undertaken by the insured as a result of a contract with a third party

Cyber act

An unauthorised, criminal, or malicious act or series of related unauthorised, criminal or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any **computer system**.

Cyber incident

Cyber incident means:

- Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or **data**.

- Any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any **computer system** or **data**.

Cyber loss

Any loss, **damage**, liability, **claim**, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident**.

Damage/damaged

Physical loss, **damage** or destruction.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Data protection law

Data protection law means any applicable **data** protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal **data** or any guidance or codes of practice relating to personal **data** issued by any **data** protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

Date of occurrence

Date of occurrence means: For civil cases, the date of the event that leads to a **claim**. If there is more than one event arising at different times from the same originating event, the **date of occurrence** is the date of the first of these events. This is the date the event happened, which may be before the date **you** first became aware of it;

For proceedings for a criminal offence, the date the **insured** began, or is alleged to have begun, to break the law.

Defence costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **our** prior agreement for investigating and defending a covered **claim** against **you**. This does not include **your** own overheads, including salaries and expenses.

Defence cost(s)

For the purposes of Section 4 only, **Defence cost(s)** means:

- all legal costs, charges, fees, expenses including witness costs and advances in respect of the same (other than **your** directors, partners or **employees'** salaries, commissions, expenses or other benefits);
- reasonable fees, costs and expenses of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered **claim**; and
- any premiums paid for insurance instruments or for bonds which are required in order to defend proceedings, institute an appeal or be released on bail but without any obligation to furnish or procure such insurance instruments or bonds;

incurred with **our** prior written and **our** continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any **claim** or **circumstance**.

Documents

Documents means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

Employee

Anyone who is, or was at the time of any act, incident or event, under a contract of service or apprenticeship with **you**, whilst working under **your** direct control and supervision in the course of the Business.

Employee

For the purposes of Sections 2 & 3 only, **'employee'** means anyone who is, or was at the time of any act, incident or event:

- Under a contract of service or apprenticeship with **you**;
- Hired to or borrowed by **you**;
- Engaged in connection with a work experience or training scheme;

- A labour master or person supplied by such labour master;
- A self-employed person working on a labour only basis under **your** direct control or supervision; or
- A voluntary helper, whilst working for **you** in the course of the business.

Employee

For the purposes of Section 4 only; **employee** means any person including trainees and apprentices acting under a contract of service with **you** in respect of the conduct of **professional services**.

Endorsement(s)

Any agreed alteration to the terms of the **policy**, shown on the **schedule**.

Excess

Excess means the first amount specified in the **schedule** payable by **you** in respect of each and every **claim** or **circumstance** as ascertained after the application of all other terms and conditions of this **policy**. The **excess** will be applied to **defence costs**, fees and expenses (unless expressly stated otherwise in the **schedule**).

Goods

Stock, merchandise or provisions owned by **you** and used in connection with **your** business. **property goods and tools** owned by **you** and used in connection with **your** business. **We** will also pay to replace up to 1 laptop or tablet per **insured event**.

Hired in Plant

- Plant hired by **You**;
- Site huts and temporary buildings hired by **You**

Home

The location listed as **your home** address on the **policy schedule** including the garage at the same location.

Insured/you/your

For the purposes of Section 4 only; **insured/you/your** means the person or **company** named in the **schedule**; or

- Predecessors to the **company** conducting the **business** but excluding predecessors that are not disclosed to **us** prior to the inception of this **policy**; or
- The partners, directors or **members** during the **period of insurance** for their conduct in relation to the **business**; or
- Former partners, former directors or former **members** for their conduct in relation to the **business**; or
- Those persons named as consultants or former consultants **for** their conduct in relation to the **business**; or
- Any retired partner, director or **member** remaining as a consultant for their conduct in relation to the **business**; or
- Any **employee** and/or former **employee** and any self-employed person for their conduct in relation to the **business**;
- The estate, heirs and executors or legal and personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy for a **claim** covered by this **policy**;
- The lawful spouse of any natural person **insured** provided that the **claim** against such spouse is to enforce a judgment against such natural person for a **claim** covered by **this policy**.

Insured event

Fire, theft or **damage** to **property**.

Insurer/we/our/us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Limit of cover

The amount shown as the '**limit of cover**' on the **schedule**, which is the most **we** will pay for the corresponding **claim**.

Limit of indemnity

Means the amount specified in the **schedule**, which shall be the maximum amount payable by **us** in respect of any one **claim**:

- regardless of the number of **insured** parties, persons or organisations bringing **claims** against **you** and
- regardless of the number of **claims** for cover under this **policy** made by **you**

Where a **limit of indemnity** is stated as in the aggregate, that aggregate is the maximum **we** will pay for all **insured events** during the **period of insurance**.

Where a **claim** can be brought under more than one (1) clause of this **policy**, **you** are free to choose the clause that will apply, but only one (1) clause, and the applicable **limit of indemnity** of that clause shall be the maximum amount payable by **us** under this **policy**.

Any **sub-limit of indemnity** stated applies as if it was the **limit of indemnity** for the **claims** specified for that sub-limit of indemnity and is deemed to be part of and not in addition to the **limit of indemnity** specified in the **schedule**.

Matter

Matter means any **data**, text, sounds, images or similar content disseminated, including but not limited to the content of **your** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of **your business** services.

Member

Member means any **member** of a limited liability partnership, including without limitation a designated **member**, save that any such **member** shall only be an **insured** for the purposes of this **policy** if and insofar as any **claim** arises out of their conduct in relation to the **business**.

North America

North America means the United States of America or its territories or possessions or Canada.

Offshore

From the time an **employee** boards a form of transport for departure to an **offshore** installation, rig or platform, until they disembark on their return from such installation, rig or platform.

Own Plant

- **Plant** owned by **You**;
- Site huts and temporary buildings owned by **You**

Parent

Parent means a **company** which by itself, or in concert with other **companies** with the same majority ownership or control as itself:

- Controls the composition of **your** board of directors; or
- Controls more than half **your** voting power; or
- Holds more than half of **your** issued share capital.

Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

PFAS

Any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- perfluorinated methyl group (-CF₃); or
- perfluorinated methylene group (-CF₂-)

Plant

Non-portable **tools** and equipment for which **You** are responsible for.

Policy

Policy means this document, the **schedule** (including any **schedule** issued in substitution) and any **endorsements** attaching to this document or the **schedule**.

Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, **asbestos**, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Pollution

Pollution means any actual, alleged, suspected, impending or threatened:

- Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** test to monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of **pollutants**.

Premises

The address or addresses shown on the **schedule** that **you** supplied to **us** as the address where **you** run **your business** from.

Principal

Any person, firm or **company you** have entered into a contract or agreement with to do work for, or to provide services for, in connection with **your** Business.

Property

Physical **property**. **Property** does not include **data** held on any **computer system** or media.

Property

For the purposes of Section 6 only, **property** means:

Goods and **tools** owned by **you** and used in connection with **your business**. **We** will also pay to replace up to 1 laptop or tablet per **insured event**.

Property damage

Loss or destruction of, or **damage** to, **property**.

Product

Any item (including its packaging, labels and instructions for use), which is:

- Manufactured, sold, supplied, processed, altered or treated;
- Repaired, serviced, tested or maintained; or
- Installed, commissioned, constructed or erected, by **you** or on **your** behalf and which is no longer in **your** care or control.

Professional services

Professional services mean those services provided for a **client** under a contract of service in the conduct of **your business**.

Retroactive date

Retroactive date means the date (if any) stated in the **schedule**.

- Unlimited retroactive cover – where no **retroactive date** is specified in the **schedule**, coverage under this **policy** shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed where Professional Indemnity Insurance has been purchased consecutively;
- Limited retroactive cover – where a **retroactive date** is specified in the **schedule**, then coverage under this **policy** shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed after the **retroactive date** where Professional Indemnity Insurance has been purchased consecutively.

Schedule

Schedule means the document titled **schedule** that includes **your** name and address, details of the premium and other variables to this **policy** (including **endorsement** clauses) and is incorporated in this **policy** that **you** have accepted. The **schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

Silicosis

Silicosis means lung fibrosis caused by the inhalation of dust containing silica.

Subsidiary company

Subsidiary company means any **company** in respect of which **you** (either directly or indirectly through one or more of **your subsidiary companies**):

- control the composition of the board of directors; or
- control more than half the voting power at a general meeting of shareholders; or
- hold more than half of the issued share capital (regardless of class of share);

Any **company** as defined above (other than any **company** part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in **North America**) which is acquired or created on or subsequent to the inception date of this **policy** and of which the total assets do not exceed the amount stated on the **schedule**.

Any other **company** that **we** have given prior written consent to for its inclusion as a **subsidiary company** under this **policy**.

Terms of business

The document which sets out the conditions and provisions of the agreement between the **insurer** and the **insured**, or the broker and their customer. This document details the rights, responsibilities, and obligations of both parties.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or the territories defined as '**territorial limits**' in any section of the **policy**.

Territorial limits

For the purposes of Section 4 only; **territorial limits** means worldwide excluding **North America**.

Terrorism

- For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.

- For Northern Ireland, an act including but not limited to the actual or threatened use of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or put the public or any section of the public in fear.
- For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

Tools

Hand **tools**, power **tools**, machinery, equipment, consumables, a laptop or tablet, spare parts or similar items owned by **you** for which **you** are responsible for and used by **you** or any **employee** in connection with **your business**.

Total sum insured

The **total sum insured** as shown in **your policy schedule** is the maximum amount **we** will pay for any **claim** or series of **claims** arising from the same **insured event**.

United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Virus

Any code, instructions, software or program which contains unauthorised, criminal or malicious instructions to initiate an event on the infected **computer system** causing modification or unavailability of, or **damage** to, **data**, memory or media.

Virus or similar mechanism

Virus or similar mechanism means a computer program, 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.

War

War means **war**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **war** be declared or not), civil **war**, mutiny, revolution, rebellion, insurrection, uprising, military

or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

We/us/our

Admiral Business

Works

All **works** that have been completed or are to be completed by **you** or on **your** behalf, including any:

- Materials incorporated or intended to be incorporated into the **works**; and
- **Plant, tools** equipment and temporary buildings used or intended to be used, during the period **you** are responsible under any contractual condition.

You/your

The person or entity shown on the '**policy schedule**' as 'name of **insured**;' and

- Anyone else within the definition of '**you/your**' in any section of the **policy**.

You/your

For the purposes of Sections 2 & 3 only, '**you/your**' is extended to include any:

- Director or **employee** of **yours**;
- Officer, committee **member** or **member** or **your** canteen, sports, social or welfare organisation, or **your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
- Any director or senior official of **yours** in relation to private work undertaken for them by an **employee**; or
- Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

Section 2 Employers Liability

This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover and to what extent under this section.

This section of the **policy** provides cover for **claims** against **you** arising from **bodily injury** to **your employees**.

Cover under this section is provided on an 'occurrence' basis. This means it covers **claims** arising from incidents occurring during the **period of insurance**, regardless of when the **claim** is brought against **you**.

Compulsory Insurance

The cover under this section of the **policy** is intended to comply with any laws and regulations relating to the compulsory insurance of liability to **employees** in the country within the **territorial limits** where **you** are based. **you** must repay to **us** any amounts **we** pay which **we** would not have had to pay other than as a result of the compulsory insurance laws and regulations.

What's covered

Where shown on the **schedule**, **we** provide the following cover up to the corresponding **limit of cover**.

Claims for bodily injury to employees

We will cover **you** against compensation payable by **you** as a result of a **claim** brought against **you** for **bodily injury** to an **employee** occurring during the **period of insurance**

- Within the **territorial limits**; or
- While an **employee** resident within the **territorial limits** is temporarily employed in the European Union, in connection with the **business** conducted by **you** from **premises** within the **territorial limits**.

Additional Employers Liability covers

We will also provide the additional covers shown below, up to the corresponding **limit of cover** where this section of cover is active.

Unsatisfied court awards

If an **employee**, or the personal representative of any **employee**, has obtained a judgment for **damages** in respect of **bodily injury** sustained by the **employee** and the judgment has not been paid in full 6 months after the date of judgment, then **we** will pay any outstanding amounts to the **employee** or their personal representative if **you** ask **us** to.

We will only make payment if:

- The **bodily injury** was suffered by the **employee**:
 - During the **period of insurance**; and
 - In the course of their employment with **you** in connection with the Business;
- The judgment:
 - Was awarded in a court in the **territorial limits**; and
 - Is not subject to an appeal; and
 - The **employee** or their personal representative assigns the judgment debt to **us**.

Cross liabilities

Where more than one person or entity is covered under this section, **we** will insure each as if a separate **policy** had been issued to each of them. However, this will not increase the amount **we** pay overall in the event of a **claim**.

Legal costs

For any **claim** covered under the section, **we** will pay:

- **Your** liability for the claimant's legal costs and expenses; and
- **Defence costs.**

Court attendance costs

If **we** require any partner, **principal** or **employee** of **yours** to attend court as a witness in connection with a **claim** covered under this section, **we** will pay **you** £300 for each day they are required to attend.

Health and safety and manslaughter defence costs

We will cover **you** against **defence costs** for:

- Representation at any Coroner's inquest or fatal inquiry in respect of any death;
- Defending any criminal prosecution alleging breach of statutory duty, including any prosecution under:
- Health and Safety at Work etc. Act 1974; or
- Health and Safety at Work (Northern Ireland) Order 1978; or
- Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered **claim** under this section of the **policy**. **We** will also pay any recoverable prosecution costs, and the costs incurred with **our** prior agreement to appeal.

However, **we** do not cover:

- Any actual or alleged act, omission or incident, unless committed during the **period of insurance**;
- Proceedings arising from any deliberate act or omission by **you**;
- Compensation ordered or awarded by any court of criminal jurisdiction;
- Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **territorial limits**
- Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **policy**, cover would have been provided by such other source or insurance
- Any incident if **bodily injury** or **property damage** has not occurred; or

- Costs under c. above after any connected civil **claim** has been resolved.

Injury to working partners

If **you** are a working partner, **we** will cover **you** under this section as if **you** were an **employee** if:

- **You** suffer a **bodily injury** while working in connection with the **business** during the **period of insurance**;
- The **bodily injury** is caused by another partner or **employee** while working in connection with the Business; and
- **You** have a valid **claim** for negligence against the other partner or **employee**.

What's not covered

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

We do not cover liability:

Motor vehicles

For **bodily injury** suffered by an **employee** whilst:

- In or on; or
- Entering or getting onto or alighting from a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where **you** are entitled to cover under any other insurance.

Offshore

For **bodily injury** suffered **offshore**.

Fines and penalties

For:

- Fines or penalties;
- Costs of appeal against any improvement or prohibition notices;

- Fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
- Compensation ordered or awarded by a Court of Criminal Jurisdiction; or
- Liquidated, punitive, aggravated, exemplary or multiplied **damages** awarded by any court outside the **territorial limits**.

Other insurance

That would be covered under any other insurance if this **policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **policy** did not exist.

Claims settlement

Maximum payment

The most **we** will pay for any **claim** is the corresponding **limit of cover** shown on the **schedule**. This includes any amount payable for the claimant's legal costs and expenses and **defence costs**.

Connected claims

All **claims** arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one **claim**. This means **we** will only pay one **limit of cover** in respect of all such **claims**.

Specific limit for terrorism

For **claims** directly or indirectly due to **terrorism**, **we** will not pay more than £5,000,000 for any one **claim**.

Specific limit for health and safety and manslaughter defence costs

The most **we** will pay for **claims** for health and safety and manslaughter **defence costs** is £1,000,000 in the aggregate for all **defence costs**.

Paying the limit

At any time during a **claim**, **we** can pay **you**:

- The **limit of cover**, or the remaining balance of that limit; or
- Any amount for which the **claim** can be settled.

If **we** make such a payment, it will be in full and final settlement of any liability **we** may have to indemnify **you** under this **policy**. **We** will then relinquish conduct and control of the **Claim** and have no further liability in respect of it. For the avoidance of doubt this means that **we** will not be liable for any **defence costs** that may be incurred after the date upon which any such payment is made by **us**.

Section 3 Public Liability & Products Liability

This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover and to what extent under this section.

This section of the **policy** provides cover for **claims** against **you** for **bodily injury** or **property damage** to **property** belonging to others, arising from work carried out during the **period of insurance**, regardless of when the **claim** is brought against **you**.

What's covered

Where shown on the **schedule**, **we** provide the following cover up to the corresponding **limit of cover**.

Claims for bodily injury & property damage

We will cover **you** against compensation payable by **you** as a result of a **claim** brought against **you** for:

- **Bodily injury** to any person;
- **Property damage**;
- Obstruction, trespass or nuisance;
- Interference with any right of way, air or light; or
- wrongful arrest, detention, imprisonment or eviction,

Happening during the **period of insurance** within the **territorial limits** or the European Union, in connection with the **business** conducted by **you** from **premises** within the **territorial limits**.

Additional covers to the Public Liability & Products Liability Section

Indemnity to principals

Under this Section, **We** will provide cover:

- To any **principal** of **yours**;
- For whom **you** are undertaking activities in the course of a **business**;
- Where **your** contract with the **principal** requires **you** to provide such cover; and
- Where the **claim** arises from carrying out **your business** for the **principal**.

However, **we** will only cover the **principal** if they comply with the terms of the **policy** as if they are **you**, including allowing **us** to retain sole conduct and control of all covered **claims**.

Contingent motor liability

We will extend the cover under this section to include cover for **you** against compensation payable by **you**, as a result of a **claim** brought against **you** for:

- **Bodily injury** to any person; or
- **Property damage**, as a result of the use of a motor vehicle, including any trailer attached to it, during the **period of insurance** within the **territorial limits** and in the course of the **business**.

However, this does not include cover:

- As a result of the use of a vehicle that is owned, loaned, leased, hired or rented to **you** or provided by **you**;
- As a result of any use of a vehicle except on a road or in a public place;
- For liability arising from **property damage** to the vehicle itself or anything in or on the vehicle, including any trailer;
- For liability that results from **bodily injury** or **property damage** arising while the vehicle is being driven:

- By **you**, other than by an **employee**; or
- With the consent of **you** or **your** representative by anyone who is not legally entitled to drive the vehicle; or
- For any liability that is covered under any other insurance.

In all other respects the definitions, conditions and exclusions in this section of the **policy** apply.

Employees' and visitors' personal belongings

We will cover **you** for accidental **property damage** to **employees'** and visitors' vehicles and personal **property** which are in **your** custody or control, happening during the **period of insurance**. However, this does not include cover for any vehicle or personal **property** that is:

- Loaned, leased, hired or rented to **you**;
- Stored for a fee or other consideration by **you**; or
- In **your** custody or control for the purposes of being worked on.

Health and safety defence costs

We will cover **you** against **defence costs** for:

- Representation at any Coroner's inquest or fatal accident inquiry in respect of any death;
- Defending any criminal prosecution alleging breach of duty, including any prosecution under:
- Health and Safety at Work etc. Act 1974; or
- Health and Safety at Work (Northern Ireland) Order 1978; or
- Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered **claim** under this section of the **policy**. **We** will also pay any recoverable prosecution costs, and the costs incurred with **our** prior agreement to appeal.

However, **we** do not cover:

- Any actual or alleged act, omission or incident, unless committed during the **period of insurance**;
- Proceedings arising from any deliberate act or omission by **you**;
- Compensation ordered or awarded by any court of criminal jurisdiction;
- Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **territorial limits**;
- Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **policy**, cover would have been provided by such other source or insurance;
- Any incident if **bodily injury** or **property damage** has not occurred; or
- Costs under c. Above after any connected civil **claim** has been resolved.

Cross liabilities

Where more than one person or entity is covered under this section, **we** will insure each as if a separate **policy** had been issued to each of them. However, this will not increase the amount **we** pay overall in the event of a **claim**.

Contractual liability

We will pay for **your** liability under any contract for **bodily injury** happening during the **period of insurance**, provided that the control of any **claim** falls to **us**.

However, this does not include cover for:

- Any contract for or including the carrying out of work outside of the **territorial limits** or the European Union; or
- **Claims** arising from any work completed under contract by **you** once this has been handed over to **your** employer.

Legal costs

For any **claim** covered under this section, **we** will pay:

- **Your** liability for the claimant's legal costs and expenses; and

- **Defence costs.**

Court attendance costs

If **we** require any partner, **principal** or **employee** of **yours** to attend court as a witness in connection with a **claim** covered under this section, **we** will pay **you** £300 for each day they are required to attend.

Bona Fide Subcontractors

Where **you** have told **us** that bona fide sub-contractors undertake work on **your** behalf, **you** must comply with the following condition:

You must obtain evidence that bona fide sub-contractors have liability insurance which:

- Covers the work to be undertaken by the sub-contractor;
- Is subject to a **limit of cover** of not less than that provided by this **policy**;
- Includes an indemnity to **principal** clause; and
- Remains in force throughout the duration of the contract with **you**.

Section conditions

The following conditions apply to this section of the **policy**, in addition to the General Conditions.

Suspension of cover

In respect of any cover under Additional Covers, Health and Safety **defence costs**, **we** may:

- At any reasonable time inspect any **premises** or other relevant **property**; and
- In the event of any defect or danger being identified, give written notice to **you** that **our** liability is suspended in respect of any incident that may arise from any such defect or danger.

Appointment of independent service provider

For **claims** under Additional Covers, Health and Safety **defence costs**, **we** will pass the **claim** to a service provider to administer the **claims** settlement on **our** behalf, under the terms of **our** agreement with them.

What's not covered

The following exclusions apply to this section of the **policy**, in addition to the general exclusions.

We do not cover liability:

Warranties, indemnities and guarantees

Under any express warranty, indemnity or guarantee given or agreed by **you** in relation to any **product**, unless liability would have arisen in the absence of the warranty, indemnity or guarantee.

Employees

For **bodily injury** to any **employee**, including any **employee** engaged by **you** outside the **territorial limits**.

Your property

For **property damage** to any **property**:

- Belonging to **you**;
- leased, hired or rented to **you**;
- held in trust by **you** or which is in **your** care, custody or control;
- held in trust by or in the custody or control of any other party carrying out work on **your** behalf; or
- which must be **insured** under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

This does not apply to:

- Vehicles or personal belongings of **your employees** or visitors whilst on **your premises**;
- any **premises** which **you** do not own or rent, where **you** are temporarily carrying out **your business**; or

- **Premises you** rent in respect of **property damage** that is not **insured** elsewhere and for which **you** are only liable under the terms of the lease or rental agreement.

Vehicles

Resulting from the ownership, possession or use by **you**, or by anyone on **your** behalf, of any:

- Aircraft, airborne device or hovercraft;
- Watercraft exceeding 8 metres in length;
- Motor vehicle, trailer or **plant** compulsory insurance or security is required under any legislation that governs the use of the vehicle.

This does not apply to:

- Cover provided under additional covers, contingent motor liability; or
- The loading or unloading of any such vehicle, trailer or **plant** where cover is not provided by any other insurance.

Pollution specific exclusions

Arising from **pollution** that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the **period of insurance**.

All **pollution** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Defective premises exclusions

For the costs of remedying or rectifying any actual or alleged defect in any **premises** or other **property** sold, let or otherwise disposed of by **you**.

Under the Defective **premises** Act 1972 for:

- **Bodily injury** or **property damage** occurring before **you** disposed of the **premises** or **property**; or
- Any incident that is covered under any other insurance.

Advice

Directly or indirectly due to any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by **you** for a fee.

Work offshore

Directly or indirectly due to:

- Any incident occurring while working on, in or travelling to or from; or
- The supply of any **products** to,

Any **offshore** accommodation, exploration, drilling or production rig, platform or support vessel.

Deliberate acts

For any deliberate act or omission by **you**.

Contractual liability

Under any contract, unless liability would have arisen in the absence of the contract.

Fines and penalties

For any:

- Fines Or Penalties;
- Costs Of Appeal Against Any Improvement or Prohibition Notices;
- Fees For Intervention Payable Under the Health And Safety Fees (Regulations) 2012;
- Compensation Ordered or Awarded by a Court of Criminal Jurisdiction; or
- Liquidated, Punitive, Aggravated, Restitutionary, Exemplary or Multiplied **damages**.

Abuse

For any **abuse** to any person.

Use of heat

Directly or indirectly due to the use of any:

- Electric oxy-acetylene or similar welding or cutting equipment;
- Cutting and grinding equipment using abrasive disks or wheels;
- Blow lamp, blow torch, hot air gun or hot air stripper;
- Asphalt, bitumen, tar or pitch heater; or
- Thermal lance,

Unless disclosed to and accepted by **us** before the start of the **policy**, in which case, the following condition applies:

We will accept no liability under this **policy** unless the following precautions are complied with each time that hot work is undertaken away from **your premises**:

- The area where the work is to be completed must be cleared of all combustibles
- Combustible floors and other combustible **property** which cannot be moved, must be protected by non-combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- Where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material must be removed
- At least one fire extinguisher of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- No heat producing equipment is to be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- A thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after completion of each period of work.

- A Hot Work Permit is completed upon arrival at the site of **works** and a copy kept and produced in the event of a **claim** should it be requested

Outside territorial limits

Directly or indirectly due to **business** conducted by **you** from **premises** outside the **territorial limits**.

Avionics

Directly or indirectly due to Avionics.

Claims in North America

Arising from any **claim**, loss, liability, or action brought:

- Within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;
- To enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Financial difficulty

Directly or indirectly due to **your** insolvency, liquidation, dissolution, or **your** entry into administration or any arrangement with **your** creditors.

Directors' duties

Of any director or **principal** for a breach of their duty to manage the **business** in accordance with their legal or regulatory obligations.

Competition laws

Directly or indirectly due to a breach of competition or anti-trust laws.

Connected parties

Arising from any **claim** brought by any person or organisation **insured** under this **policy** or organisation whose board of directors is controlled by **your** board of directors.

However, **we** will still cover the **claim** if it originates from an independent third party.

Communicable disease

For all actual or alleged **claim**, loss, liability, **damage**, compensation, injury, sickness, disease, death, medical payment, **defence costs**, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the purposes of this exclusion, **claim**, loss, liability, **damage**, compensation, injury, sickness, disease, death, medical payment, **defence costs**, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **communicable disease**. This exclusion overrides any contrary term of this **policy**.

Tobacco products and/or smoking device products

The manufacture, distribution, retailer or supply of tobacco products, derivatives of, or tobacco product alternatives or any equipment / devices used to consume these products.

Medical products

Any medical or medicine (established or alternative) **products** including but not limited to blood or blood alternatives

Exports

Any overseas exports

Retail and Wholesale products

Products not manufactured or fitted as part of a contract by **you** and bought in specifically to retail and / or wholesale

Consequential loss or damage

Any **consequential loss or damage** not directly resulting from the incident that caused **you** to claim

Claims settlement

Maximum payment

The most **we** will pay for any **claim** is the corresponding **limit of cover** shown on the **schedule**. This includes any amount payable for the claimant's legal costs and expenses and for **defence costs**.

Connected claims

All **claims** arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one **claim**. This means:

- **We** will only pay one **limit of cover**; and
- **You** will only pay one **excess**, in respect of all such **claims**.

Specific limit for products and pollution

For **claims** directly or indirectly due to **products and pollution**, **we** will not pay more than the **limit of cover** in total for all **claims**. This does not apply to **defence costs**

Specific limit for Health and Safety defence costs

For cover under Additional covers, Health and Safety **defence costs**, **we** will not pay more than £250,000 in total for all **claims**.

Specific limit for terrorism

For **claims** directly or indirectly due to **terrorism**, **we** will not pay more than either the **limit of cover** as stated in the **schedule** or £2,000,000 (whichever is lower).

Paying the limit

At any time during a **claim**, **we** can pay **you**:

- The **limit of cover**, or the remaining balance of that limit;
- Or any amount for which the **claim** can be settled. If **we** make such a payment, it will be in full and final settlement of any liability **we** may have to indemnify **you** under this **policy**. **We** will then relinquish conduct and control of the **Claim** and have no further liability in respect of it. For the avoidance of doubt this means that **we** will not be liable for any **defence costs** that may be incurred after the date upon which any such payment is made by **us**.

Excess

We will not cover the amount of the **excess**.

Section 4 Professional indemnity

This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover and to what extent under this section.

This is a **claims made policy**, which means that for cover to apply, **you** must notify **us** of **Claims** or **circumstances** in accordance with the **Claims** Procedure Section in this **policy**.

What's covered

Professional Indemnity cover (Civil Liability)

We agree to indemnify **you** for liability imposed by law to pay **damages** and **defence costs** relating to any **Claim** first made against **you** during the **period of insurance** and notified to **us** during the **period of insurance** for performance of **professional services**, and where the Claim arises out of any actual or alleged:

Breach by **you** of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation.

Infringement by **you** of intellectual **property** rights including a breach of a hold harmless, or indemnity agreement specified in a written contract for the supply of **professional services**.

Limit of Indemnity

Our liability under this **policy** in respect of any one **Claim** shall not exceed the amount stated as the **limit of indemnity** in the **schedule**, excluding **defence costs** unless **defence costs** are expressly stated in any clause as included within the **limit of indemnity**.

Additional covers in relation to the Professional Indemnity Section

Court attendance costs

We will pay **you** compensation in the event that the legal advisers acting on **your** behalf require any **insured**, any **employee** or any other relevant party (not including expert

witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a covered **Claim** made against **you**, and **you** first seek **our** prior written consent, at the following rates for each day or part thereof on which attendance is required:

- Any **principal** partner, **member** or director of the **insured**: £250,
- Any **employee**: £150,
- Other relevant party: up to £150.

Provided that the amount **we** shall pay under this clause shall not exceed the **sub-limit of indemnity** of £5,000 in the aggregate for the **period of insurance**.

Loss of documents or data.

We will cover **you** for any **claim** and associated **defence costs** that arise from the conduct of **your professional services**, where the **claim** is first made against **you** during the **period of insurance** and notified to **us** during the **period of insurance**, arising from the destruction, erasure, loss or **damage** of any **documents** or **data**.

We will pay reasonable costs and expenses for replacing or restoring **your own documents** or **data** that have been destroyed, erased, lost, or **damaged** in the conduct of **your professional services** provided that the destruction, loss or **damage** is discovered by **you** and notified to **us** during the **period of insurance**.

The amount **we** shall pay under this clause shall not exceed the **sub-limit of indemnity** of £10,000 in the aggregate for the **period of insurance** and this is subject to an **excess** of £500 which will apply to each, and every **Claim** or loss covered under this clause.

What's not covered

This **policy** does not cover the amount of the **excess** stated in the **schedule** or any actual or alleged **claim**, liability, loss, expense or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving:

Associated company

Any **claim** brought or maintained by or on behalf of:

- **You** or any **parent** or any **subsidiary company**; or

- Any firm, partnership or entity in which you or any director or partner of **yours** has a financial or executive interest; or
- Any person who, at the time of the act, error or omission giving rise to the **Claim**, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of **yours** (for the purposes of this clause, family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

Provided that this exclusion shall not apply to any such **Claim** originating from an independent third party.

Assumed duty or obligation

Any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of **your business**.

Bodily injury

Any **bodily injury**.

Collateral warranties

- **Your** acceptance of an express obligation, or an express guarantee **you** provide, of fitness for purpose.
- Any express guarantee **you** give including any relating to the period or completion date (including the completion in part) of a project.
- Any express penalty contained in a contract between **you** and another party.
- Any express acceptance **you** give of liability for liquidated **damages**.
- Any agreement to provide service credits or vouchers.

Cladding and Fire Combustibility

The combustibility or fire safety of any external cladding or façade **product**, or any external wall system. This includes any associated core, filler or insulation material.

Contractual Liability

Any breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to any liability which **you** would have incurred in the absence of such contract, warranty or guarantee.

Cyber & electronic data

Any:

- **Cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident**.
- Breach or alleged breach of **data protection law**.

Deliberate acts and omissions exclusion

Any deliberate, spiteful or reckless act, error or omission **you** commit, condone or ignore.

Directors' and Officers' liability

Any actual or alleged breach of duty made against **you** or **your** directors, officers, or trustees for breach of their duties.

Employment exclusion

Any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Faulty Workmanship

Any:

- Defective workmanship, including without limitation, defective physical construction work, erection, installation, repair or service;
- Defective materials, defective **products**, or any defective materials, workmanship or production techniques used in the actual manufacture of any **product**;
- Supervision by the **insured** of its own or its sub-contractors' workmanship where such supervision is no different from that which would be expected of an **insured** if it only had a workmanship and/or a management obligation.

Financial services

Any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time or any insurance distribution activities which are authorised and regulated by the Financial Conduct Authority or Prudential Regulatory Authority or their predecessor or successor.

Fines and penalties exclusion

any fines, penalties, punitive, multiple, aggravated or exemplary **damages** where these can be identified separately within any award of a Court or tribunal;

any compensation ordered or awarded by any court of criminal jurisdiction.

Gaming, gambling or lotteries

Any **Claim**, liability, loss or **defence costs** directly or indirectly due to your use or provision of any gaming, gambling or lotteries.

Insolvency

Your actual, alleged, suspected or impending insolvency.

Legislation and regulation

Your actual, alleged, suspected or impending breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Negotiable paper

Any loss, **damage** or destruction of currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

North America

Any proceedings (including court, arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part).

Other insurance

Any **Claim**, liability, loss or **defence costs** where **you** are or would be entitled to indemnity under any other **policy** if this **policy** did not exist, except in respect of any **excess** beyond

the amount which would have been payable under such **policy** had this **policy** not been affected.

Pension, benefit, trust fund management

Your operation or administration of any pension or **employee** benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legalisation or regulation related to these activities.

Previous claims

Any **Claim** or any **circumstance** that has been notified or should have been notified under any other **policy** before the start of this **policy** or that **you** were aware of or should have been aware of before the start of this **policy**.

Pollution

Any:

Bodily injury, loss of or **damage** to, or loss of use of, **property** directly or indirectly caused by seepage, **pollution** or contamination

cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances.

Products liability

Goods or **products**, sold, supplied, recalled, repaired, altered, treated, manufactured, constructed, installed or maintained by **you** or by any **employee**, consultant, sub-contractor or agent of **yours**.

Property damage

Any loss of or **damage** to **property** unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your** Business.

Radioactive contamination

Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Retroactive date

Any act, error or omission committed, or alleged to have been committed, prior to the inception date, during which time Professional Indemnity Insurance must have been consistently maintained.

Territorial limits

An act committed or omission occurring outside the **territorial limits**.

Trading losses

- **Your** lost profit, mark-up or liability for VAT or its equivalent;
- **Your** trading loss or trading liability including those arising from the loss of any **client**, account or **business**;
- **Your** decision to notify individuals or procure credit monitoring services following any form of **data** breach.

Utility provider

Any **Claim**, liability, loss or **defence costs** directly or indirectly due to the failure of the service provided by an internet service or telecommunications provider or other utility provided, other than any services you provide as part of your **Professional services**.

Vehicles or buildings

- The ownership, possession or use by or on **your** behalf of any aircraft, watercraft or mechanically propelled vehicle;
- The ownership or possession by or on **your** behalf of any buildings, structures, **premises**, land or **property** (mobile or immobile) or that part of any building **you** lease, occupy or rent.

Virus or similar mechanism

Any **virus or similar mechanism**.

War and terrorism

War or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim**.

Additional exclusion – actions taken

These exclusions also exclude any actual or alleged **Claim**, liability, loss, expense, or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving, any action taken in controlling, preventing, minimising, mitigating or suppressing, or in any way relating to any **Claim**, liability, loss, expense or **defence costs** referred to in What Is Not Covered set out above.

Section conditions

Applicable law and jurisdiction

Unless it is agreed otherwise and specified in the **schedule**, the law that applies to this contract is the law of that part of the United Kingdom where the head office (or if there is no head office, the **principal** place of **business**) of the **insured** is located.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the United Kingdom where the head office of the **insured** is located (or if there is no head office, the **principal** place of **business**), and they are subject to the exclusive jurisdiction of that court.

Assignment

Assignment of interest under this **policy** will not bind **us** unless and until **we** confirm **our** consent to such assignment in writing.

Dispute resolution

Any dispute between the **insured** and the **insurer** arising out of or in connection with the construction or formation of this **policy** will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this **policy**, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be

referred by either party to courts, subject to the law and jurisdiction set down in the Applicable law clause above.

Minimisation of risk

You will take all reasonable steps at **your** own expense to prevent or minimise a **claim** under this **policy**.

Non-Contribution:

If at the time of any **claim** under this **policy** there is any other valid and collectible insurance available to the **insured**, other than insurance that is specifically stated to be in the **excess** of this **policy**, then the insurance afforded by this **policy** will be in **excess** of and will not contribute with such other insurance.

Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to **you**.

Severability

The proposal shall be construed as a separate application for insurance under this **policy** by each **insured**. No knowledge possessed by an **insured** shall be imputed to any other **insured**.

For the purpose of determining the applicability of the exclusions or limitations, the act or knowledge of an **insured** shall not be imputed to any other **insured**.

Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** or any **member** of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Subscribing insurers

The subscribing **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not

responsible for the subscription of any co-subscribing **insurer** who for any reasons does not satisfy all or part of its obligations.

Claims conditions

On the happening of any event which may give rise to a **claim you** must:

- Give all information and assistance **we** may require and forward all **documents** and **data**, to enable **us** to investigate, settle or resist any **claim** as **we** may require;
- Not make or allow to be made on **your** behalf any admission offer promise payment of indemnity without **our** written consent;
- Take all practicable steps to recover **property** lost and otherwise minimise the **claim**;
- Not incur any expense without the consent of **us** except at the **insured's** own cost; and
- Within thirty (30) days or such further time as **we** may allow in writing deliver to **us** a written **claim** providing at **your** own expense all details proofs and information regarding the cause and amount of **damage** as **we** may reasonably require together with details of any other insurances on any **property** or liability covered by this **policy** and (if demanded) a statutory declaration of the truth of the **claim** and or any related **matters**;
- Not destroy evidence, supporting information, **documents** or **data** without **our** prior consent; nor destroy any **plant** or other **property** relating to an occurrence, loss or proceeding that may give rise to a **claim** under this **policy**.
- In respect of any event which may give rise to legal or regulatory proceedings or arbitration, **you** must:
- Immediately forward to **us** every letter, **claim**, writ, summons and process immediately upon receipt without acknowledgement;
- Advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest fatal accident or ministry inquiry;

- Co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the Head of Civil Justice or their equivalent.

All loss, liability, expenses, and costs resulting from:

- One and the same act error or omission; or
- A series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event; or
- The acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated shall jointly constitute one **claim** under this **policy**, and only one **excess** shall be applicable in respect of such **claim**.

Disputed defence or appeal:

If any dispute arises between **you** and **us** as to whether a **claim** should be defended or an appeal made, such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the Chairman of the Bar Council) whose decision will be final.

Separate representation

In the event of conflict between any persons falling within the definition of **insured**, separate representation will be arranged for each party. The cost of such legal opinion shall be regarded as part of the **defence costs**.

Our rights

Claims will be defended and settled by **us** or such parties as **we** in **our** absolute discretion may determine.

We shall only be liable to pay **defence costs** to which **we** have given **our** prior written consent, such consent not to be unreasonably withheld.

We will be under no obligation to investigate any potential **claim** or to undertake the conduct of any proceedings in connection with such **claim** and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you**, upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

We may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish the conduct and control of the **claim** and be under no further liability, except (where payable under the relevant clause) for payment of **defence costs** incurred prior to the date of payment.

Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order:

- First, any costs and expenses reasonably and necessarily incurred in relation to the recovery will be reimbursed;
- Second, **you** will be reimbursed for any loss or costs exceeding the **limit of indemnity** specified in the **schedule**;
- Third, **we** will be reimbursed for any settlement made; and
- Lastly, **you** will be reimbursed for loss or costs in respect of the **excess** specified in the **schedule**.

Subrogation

For each and every **claim you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a **claim** under this **policy** and must assist **us** in all respects in exercising such rights if requested to do so.

We agree not to exercise such rights against **your principal**, partner, director or **employee** unless the **claim** or loss is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that **principal**, partner, director or **employee**.

Section 5 Contract works and plant

This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover and to what extent under this section.

What's covered

Contract works operative clause

Subject to the exclusions, conditions and definitions of this **policy** as far as they can apply unless otherwise stated, **we** will cover **you** under this section against physical loss of, destruction of or **damage** to **contract works** arising from any accidental cause occurring in the **United Kingdom** and during the **Period of Insurance**.

Limit of Indemnity / limit of cover

Our liability to **you** under this section in respect of physical loss of, destruction of or **damage** to **contract works** in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the sum in the **schedule** as the **limit of cover** for **contract works** under this section.

Contractors' Plant and Temporary Buildings Operative Clause (Own Plant)

Subject to the exclusions, conditions and definitions of this **policy** as far as they can apply unless otherwise stated, **we** will cover **you** under this section against **damage** to Contractors' **Plant** and/or Temporary Buildings arising from any accidental cause occurring in the **United Kingdom** and during the **period of insurance**.

Limit of Indemnity /Limit of Cover

Our liability to **you** under this section in respect of physical loss of, destruction of or **damage** to Contractors **Plant** or Temporary Buildings will not exceed the sum in the **schedule** as the **limit of cover** for Contractors **Plant** and Temporary Buildings under this section.

Hired In Plant Operative Clause

Subject to the exclusions, conditions and definition of this **policy** as are as they can apply unless otherwise stated, **we** will cover **you** under this section against **physical loss of, destruction of or damage** to **Hired in Plant** arising from any accidental cause occurring in the **United Kingdom** and during the **period of insurance**.

In respect of any individual item **our** liability under this section shall not exceed the market value of the item at the time of the loss. This applies to all clauses in this section of the Wording.

Limit of Indemnity / limit of cover

Our liability to **you** under this section in respect of **physical loss of, destruction of or damage to Hired in Plant** in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the sum in the **schedule**.

Additional covers

Debris Removal

This section includes costs and expenses necessarily and reasonably incurred by **you** with the prior consent of **us** in respect of Debris Removal. **We** shall not cover any **claim in excess** of 10% of the **limit of cover** in respect of the **contract works** Operative Clause.

Defects Liability Period

Notwithstanding the provisions of Defective **premises** exclusion, **we** will cover **you**:

For loss of or damage to any permanent works comprising the contracts works occurring during any maintenance or defects liability period not exceeding 12 months duration but only in respect of loss or damage for which you are liable arising from a cause occurring prior to the commencement of the maintenance or defects liability period.

- For loss of or **damage** to the **contracts works** or Contractors' **Plant** occurring during such maintenance or defects liability period and arising from or in connection with work actually undertaken by **you** during such maintenance or defects liability period, solely in connection with **your** contractual obligations to remedy a defect or complete any snagging list.

Plans

The **contracts works** shall be deemed to include plans, specifications and other documentation necessary for the execution of the Contract but cover under this clause for loss of or **damage** to such plans, specifications and documentation shall be limited to the cost of reproducing such plans, specifications and documentation and shall not exceed £50,000.

Professional Fees

This section includes Professional Fees necessarily and reasonably incurred with **our** consent in the reinstatement of the **damage**.

Provided that:

- Such Professional Fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the **damage**;
- **We** shall not provide indemnity against any fees incurred in preparing or pursuing any **claim**.

European Union and Public Authorities

We will cover **you** for such additional costs of reinstatement of the lost, destroyed or **damaged contracts works** as may be incurred with **our** consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority first imposed upon **you** following **damage**, provided that the reinstatement is completed within 12 months of the occurrence of the **damage** or within such further time as **we** may in writing allow.

Provided that **we** shall not be liable in respect of costs for:

- Requirements relating to any **undamaged** part of the **contracts works** other than foundations (unless foundations are specifically excluded from this Insurance).
- Any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to above.
- **Our** liability shall not exceed 10% of the Contract's Value.

Expediting Expenses

In the event of loss of or **damage** to the **contract works** or Contractors' **Plant**, the cost of repair, reinstatement or replacement admitted under this section shall, subject to **our** consent, include the additional costs of overtime, weekend shift working, **plant** hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such loss or **damage** (but excluding any such costs solely to expedite the completion of any construction, erection or installation of

insured property not **damaged**) provided that **our** liability of the **insurers** shall not exceed 25% of the **limit of cover** in respect of the **contract works operative clause**.

Immobilised Plant

The cover provided for Contractors' **Plant** shall include the cost of recovery or withdrawal of any Contractors' **Plant** which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement. The **limit of cover** under this clause shall not exceed the lesser of:

- The market value of the item at the time of the immobilisation; or
- £25,000.

Additional Interest

This **policy** duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the **contracts works** or Contractors' **Plant** covered by this section including **plant** owners to the extent required by hire conditions.

Testing and Commissioning

The cover under this section will not apply to **damage** caused by or arising out of electrical or mechanical testing of any machinery or **plant** comprising the **contracts works** except during a period not exceeding 45 (not necessarily consecutive) days from the commencement of such testing.

Subrogation Waiver

Where **you** are awarded a Contract under the Joint Contracts Tribunal Standard Form of Building Contract 1998 (or the equivalent thereof) the understated agreement applies to the **contracts works** and to the extent required by the Contract. In respect of loss of or **damage** to the **contracts works** by any of the Specified Perils defined in the above mentioned Standard Form of Building Contract it is agreed that so far as is required by a sub-contract **we** will not pursue any right of in the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of Substantial Completion or until the expiry of the **period of insurance** whichever shall occur first.

Continuing Hire Charges/Negligent Breakdown

This **policy** is extended to cover **you** in respect of **your** legal liability for the payment of hiring charges in respect of **Hired in Plant** whilst such **Hired in Plant** is out of use following loss or **damage** for which cover is provided by this Section.

When **Hired in Plant** is hired in by **you** under the Model Conditions for Hiring of **Plant** of the Construction **Plant** Hire Association this Section is extended to cover **you** against legal liability under clause 9(d) of such conditions.

The cover provided by this clause will also apply to liability for loss of or **damage** to and/or breakdown of **Hired in Plant** hired in by **you** under conditions other than the Model Conditions for Hiring of **Plant** of the Construction **Plant** Hire Association to the extent that **you** would have been legally liable for such loss, **damage** and/or breakdown had the hire been subject to their conditions. Provided that **we** will not be liable under this Extension for liability for sums in **excess** of GBP 25,000 in respect of any one item of **plant** during anyone hiring period.

Speculative Housing and Show Properties

In the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of Substantial Completion or until the expiry of the **period of insurance** whichever shall occur first.

Fire Brigade Charges

The cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or **damage** for which **we** have admitted liability.

Provided that **our** liability shall not exceed £10,000

Offsite Storage

Loss of or **damage** to **contracts works** while in store at any location in the **United Kingdom** other than the **contract site** for a period not exceeding six months.

Provided that:

- The **contracts works** are ready for delivery to the **contract site** allocation to an **insured** contract can be proved and.
- The value of the **contracts works** in store at any one location shall not exceed the lesser of:

- 25% of the contracts value; or
- £250,000 unless **our** prior consent has been obtained.

Joint Names or Multiple Insureds

Indemnity to any party that is required under the terms of the Contract to be a joint named **insured** to this **policy**.

If there is more than one **insured** party each operating as a separate and distinct entity, then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- **Our** total liability to all of **your** parties collectively shall not exceed the **limit of indemnity** under the section.
- Any payment or payments by **us** to any one or more **insured** party shall reduce to the extent of that payment liability to all parties arising from any one event giving rise to a **claim** under this **policy**.
- **Your** parties shall at all times preserve any available contractual rights agreements and remedies in the event of loss or **damage**.
- The Contract is performed in the agreed **territorial limits**. It is however agreed that:
 - A voiding act committed by one **insured** party shall not prejudice the right to indemnity of any other **insured** party who has an insurable interest and who has not committed a voiding act.
 - **We** agree to waive all rights of subrogation which they may have or acquire.
 - Any lenders to the project shall not be entitled to any indemnity under this **policy** for loss or **damage** in respect of which the **Insurers** are by reason of a voiding act no longer liable to indemnify any one or more other **insured** party.

Breakdown or Explosion

Damage to new and unused machinery forming part of the **contracts works** caused by electrical or mechanical breakdown or explosion.

This Extension shall continue for a period of:

- i) seven days from the commencement of testing of an individual item; and
- ii) one calendar month from the commencement of Commissioning.

Payments on Account

Payment as agreed between **you** and **us** in advance of final settlement of a **claim** under this **policy** where **we** have admitted liability.

Avoidance of Impending damage

The cost incurred by **you** in taking exceptional measures that are reasonable to avoid or reduce impending loss or **damage** which would have resulted in a **claim** under this Section.

Provided that:

- The impending loss or **damage** did not arise from any defect in the **Insured property**.
- The impending loss or **damage** did not arise from a reasonably foreseeable cause.
- The loss or **damage** would have been the natural outcome to be expected in the absence of the measures taken.
- **We** are satisfied that loss or **damage** which would have been **insured** under this **policy** has been avoided or reduced in consequence of the measures taken.
- **Our** cover shall not exceed the cost which would have been incurred had the measures not been taken and loss or **damage insured** by this **policy** had occurred.

Additional Cost (Supplementary Expenses)

Necessary and reasonable cost incurred by **you** following loss or **damage insured** by the Contractors' **Plant** and Temporary Buildings Operative Clause in electing a temporary repair or expediting a permanent repair.

Provided that:

- **Our** agreement has been obtained; and
- **Our** cover shall not exceed £10,000.

The following additional covers apply to the Contractors' **Plant** and Temporary Buildings Operative Clause.

Damage to security devices

The cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the **insured property** following loss or **damage** due to theft or attempted theft for which **we** have admitted liability.

Provided that:

- i) **Our** liability shall not exceed £1,000; and
- ii) No **excess** shall apply to this Extension.

Loss of Keys

The cost incurred in replacing the lock cylinder of any security device permanently fitted to any **insured property** following loss of or **damage** to the keys operating the security device.

Provided that:

- **Our** liability shall not exceed £1,000; and
- No **excess** shall apply to this Extension.

Repair Cost Investigation

The cost incurred in repair investigations and tests by consulting engineers following loss of or **damage** to **Insured property** for which **we** have admitted liability.

Provided that:

- **Our** prior written agreement has been obtained.
- **Our** liability does not exceed £25,000 during any one **period of insurance**.

- **We** shall not be liable under this Extension for any cost incurred in preparing a **claim** under this **policy**.

Provided that **our** liability for:

- Loss or **damage** and continuing hire charges in respect of any **Hired in Plant** which is more than one year old shall be no more than the liability which would be incurred under the Model Conditions for the hiring of **Plant** approved by The Construction **Plant**-hire Association.
- Loss of or **damage** to **Hired in Plant** while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the **Hired in Plant** has been hired by **you** unless otherwise agreed by **us**.

What's not covered

We will not cover **you** in respect of:

Consequential loss or damage

Any **consequential loss or damage** not directly resulting from the incident that caused **you** to **claim**

Aircraft and Watercraft

Loss of or **damage** to:

- Aircraft, aero spatial devices or hovercraft.
- Waterborne craft other than safety boats or other craft up to 4 metres in length on or about the **contract site**.

Vehicles

Loss of or **damage** to mechanically propelled vehicles, including trailers attached thereto, other than:

- Vehicles designed primarily to operate as **tools of trade** (which term shall be deemed to include any **plant** primarily designed to operate on or about a **contract site**); or

- Vehicles not licensed for road use and used in **circumstances** which do not require insurance under any road traffic legislation, **damage** to any tyres by punctures, cuts or bursts.

Defective Design

Loss of or **damage** to or the cost necessary to replace, repair or rectify:

- **Insured property** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **Insured property** or any part thereof.
- **Insured property** lost or **damaged** to enable the replacement, repair or rectification of **Insured property** other than **matters** excluded by exclusion a above.

Exclusion a above shall not apply to other **Insured property** which is free of the defective condition but is **damaged** in consequence thereof.

For the purposes of this Section and not merely this Exclusion the **insured property** shall not be regarded as lost or **damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **insured property** or any part thereof.

Breakdown, Wear and Tear

The cost of making good:

- Mechanical or electrical breakdown or derangement.
- Wear, tear, rust or other gradual deterioration.

But this Exclusion shall be limited to the parts immediately affected and shall not apply to **damage** arising in consequence thereof.

Stock in Trade and Money

- Loss of or **damage** to Stock in Trade whilst at any **premises** owned, leased or rented by **you** unless specifically designated for use in the **contracts works**.
- Loss of or **damage** to deeds, bonds and/or Money of whatsoever nature or other securities for Money.

Taken into Use

Loss of or **damage** to the **contracts works** after being taken into use by any **principal** with **your** consent or any **employee** of **yours** other than:

- During Testing and Commissioning when applicable.
- During the period of 14 days from the date of hand over or the date of certified completion where so required by the terms of the Contract.

Where **you** have engaged sub-contractors the reference in b above to a **policy** of Completion does not include any **policy** of Completion issued in respect of sub-contract **works** for the purpose of transferring responsibility for such **works** to **you**.

Shortages

Any loss of **insured property** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to a **circumstance**.

Existing Structures

Loss of or **damage** to any **property** forming or which has formed part of any structure

(including contents thereof) existing at the time of the commencement of the **contracts works**.

Relieved of Responsibility

damage for which **you** are relieved of responsibility under the terms of any Contract.

Nuclear Material/Decommissioning

Loss of or **damage** to:

- Nuclear material.
- Any **works** including decommissioning in or of any building, **plant**, equipment or other **property** which has been used or is designated to be.

Transit

Loss of or **damage** to **property** in Transit:

- By sea other than by recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle(s) is involved.
- Caused by theft or any attempt thereof arising whilst any vehicle(s), belonging to or under **your** control and containing the **insured property**, is left unattended unless:
 - All doors have been securely locked, all windows and other openings securely and adequately fastened, and any immobiliser and any alarm fitted to the said vehicle(s) correctly set to operate and all keys removed;
 - After the last **business** transit of the day until collected by the driver for the next **business** transit, the vehicle(s) is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

Overloading or Abnormal Conditions

Damage to any item of **Hired in Plant**.

- Caused by or arising from the imposition of abnormal conditions, deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121-1 including any subsequent amendments or revisions.
- During overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121-1 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

Excluded Parts and Components

Loss of or **damage** to cutting edges, machine **tools**, trailing cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by the loss of or **damage** to the complete item.

Materials Processed or Foreign Bodies

Loss or **damage** caused by materials processed or treated by the **insured** or foreign bodies entering the **insured property** with the materials.

Scratching

The scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not **damage insured** by this **policy** resulting from such Occurrence unless otherwise excluded.

Section conditions

Insured Contracts

This **policy** applies to loss or **damage** occurring during the **period of insurance** to Contracts that are current at the start of the **period of insurance** or are commenced during the **period of insurance**. **Our** liability shall cease:

- At the end of the **period of insurance** if the insurance is not renewed; or
- On cancellation of this **policy** whichever is earlier.

72 Hours Clause

It is hereby agreed that **damage** caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one **period of insurance** shall constitute one Occurrence for the purposes of this Section. The **excess** under Section 5 shall apply separately to each selected period as follows:

You shall select the time from which any such period shall commence but no two such selected periods shall overlap.

Joint Code of Practice

You undertake to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or a subsequent edition or version (referred to as The Joint Code).

We shall have the right at all reasonable times to enter and inspect the Contract site for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code **we** will inform the site management of the Contractor specifying the nature of the breach the remedial measures required by **us** and the period within which these must be completed.

Where **we** consider a breach is of sufficient importance written notice shall be sent to the Employer and the Contractor at their respective addresses by registered post, recorded postal delivery, facsimile transmission or by hand.

The notice may suspend or cancel cover 30 days from the date of the notice.

It being understood that following suspension, cover shall be reinstated when **we** are satisfied that remedial measures have been completed.

Series Loss

If the development or discovery of a defect in any part of the **contracts works** shall indicate that a similar defect exists elsewhere In the **contract works you** shall Immediately investigate and if necessary, rectify the defects in any **contracts works insured** under this **policy** at their own expense or alternatively bear the cost of all loss or **damage** arising out of the defect.

Section 6 Tools and Materials

This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover and to what extent under this section.

What's covered

You will be covered up to the **total sum insured** for **property** that is **damaged** as a result of a road traffic accident. **You** will also be covered for any **damage** to **property** caused by fire, theft or attempted theft from a vehicle or from **home**.

The amount **we** will pay shall be:

- The replacement value if the **property** can't be repaired in a cost-effective way.
- The cost to replace the **damaged** part of the **property**.
- The cost of repairing the **property**.

For the replacement value of **tools and materials**, **we** will pay the original purchase price stated on **your** purchase receipt or invoice.

What's not covered

Specified property

The following **property** is not covered:

- Money, credit or debit cards, stamps, tickets, vouchers, securities or anything similar.
- **Documents** or **business** records (including those stored electronically).
- Computer hardware and components of a similar nature (other than 1 laptop or tablet covered in the **policy**) used in or in connection with a computer or other device. **We** will not cover any **claim** for loss of **data** stored on any storage device.
- Satellite navigation equipment, games consoles or televisions.

- Mobile phones, electronic organisers, digital cameras or other electronic devices which are designed for recording, storage, management, processing, use, display, playing, transmission or communication of **data**, images or sound.

Unattended Vehicle

We won't pay any **claim** for **property**, which was stolen or **damaged** by an attempted theft from an unattended vehicle, where:

- The **property** was in the open cargo area of a vehicle unless it was stored in a toolbox or chest which was permanently fixed to the vehicle and was securely locked with the keys removed.
- The doors, windows or other openings were left open or unlocked or the keys weren't removed.
- **Your** vehicle was unattended for more than 24 consecutive hours at any location that isn't the **home** address unless **your** vehicle is kept in a secure locked garage or locked secure site.

No evidence of forced or violent entry

We won't pay any **claim** for theft from the **home** or a vehicle where no forced or violent entry has occurred.

Specific Exclusions

We won't pay for **property**:

- For theft from an unattended **home** where all doors and window are not securely locked.
- That was **damaged** or destroyed because it wasn't packed well enough to withstand transit or because it was carried in an unsafe, insecure or illegal manner.
- Carried by **you** under a contract of hire or reward, handling or storage.
- While it is being driven under its own motive power or towed on its own wheels.
- That has suffered a mechanical, electrical or electronic breakdown or failure unless external **damage** to that **property** has occurred, and such **damage** is covered under this **policy**.

- That was **damaged** or destroyed because of; deterioration, mildew, mould, moth, vermin, ordinary wear and tear or any characteristic of the **property** that in itself leads to loss or **damage** irrespective of any other cause.
- That has pre-existing **damage** or has been **damaged** by wear and tear unless additional **damage** is caused during an **insured event** in the vehicle.
- Which is covered under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this **policy** not been affected.
- If **you** don't give **us** the information **we** need.
- For theft from the **home** or a vehicle where no forced or violent entry has occurred.

Any consequential loss or damage

Any **consequential loss or damage** not directly resulting from the incident that caused **you** to **claim**

Section conditions

Care of your vehicle, home and property

You must:

- Protect the vehicle, **home** and **property** from loss or **damage**.
- Allow **us** to inspect the vehicle, or **home** at any reasonable time **we** ask.
- Make sure the vehicle is roadworthy.
- Remove the keys or secure any device that allows access to the vehicle if it is left unattended.

We will not pay for any **claims** where **you** fail to protect the vehicle, **home** or **property** from loss or **damage** through:

- The inappropriate conduct of the driver; or
- The condition of the vehicle caused or contributed to the accident; or

- The vehicle or **home** being left unlocked or unsecured.

- **Notification to the police**

You must notify the police as soon as **you** become aware of any malicious **damage**, theft or attempted theft and obtain a crime reference number.

Section 7 General exclusions

The following exclusions apply to all **claims** and losses under the **policy**, except for **claims** and losses under the Employers' Liability (unless stated in the exclusion below) section if shown as **insured** in the **schedule**.

We do not cover any **claim**, loss or liability:

War

Directly or indirectly due to **war**, including any action taken by a government as a direct consequence of **war**.

Commotion in Northern Ireland

Directly or indirectly due to civil commotion in Northern Ireland.

Sonic bangs

Directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

Irradiation or contamination by nuclear material

Directly or indirectly due to:

- Ionising radiation or contamination by radioactivity from any:
 - Nuclear fuel or from the combustion of nuclear fuel; or
 - Nuclear waste; or
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Asbestos

We will not cover any **claim** for actual or alleged loss, liability, **damage**, compensation or **bodily injury** directly or indirectly in connection with **Asbestos** (applicable to all Sections including Employers Liability).

Prior circumstances

That have been, or should have been, notified under any other insurance in place before the start of the **period of insurance**.

Virus or hacking

Directly or indirectly due to any **virus** or hacking. However, this does not apply to any otherwise covered loss, which is caused directly by:

- Fire, lightning or explosion.
- Aircraft, aerial devices or anything dropped from them.
- Riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance.
- Earthquake.
- Storm, flood or escape of water from any tank, apparatus or pipe.
- Impact from any motor vehicle or anything falling from them.
- Animals; or
- Theft, attempted theft or acts of malicious persons involving physical force or violence.

Cyber liability

Directly or indirectly due to any **cyber loss** or any **business** activity via:

- The internet
- **Your** own website, internet site or web address; or
- The transmission of e-mail, or **documents** by electronic means.

Electronic risks

Directly or indirectly arising from:

- **Damage** to, unavailability of, or loss of **data**. This includes:
 - **Damage** to, or loss or corruption of, **data**.

- Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, **data**.
- Unauthorised disclosure or transmission of **data** to any third party.
- **Damage** or loss arising from the misinterpretation or misuse of **data**; or
- **Damage** or loss arising from any operator error in relation to **data**; or
- Due to:
 - The transmission of a **virus**.
 - Unauthorised access to a **computer system**.
 - Interruption of, or interference with, any means of communication used in the conduct of **your business**, including any reduction in the performance of any website.
 - The complete or partial failure or inability to perform or function of a **computer system**; or

Environmental Impairment Liability

Directly or indirectly due to

- Soil **pollution**
- Air **pollution**
- Water **pollution**
- Offensive odour
- Oil storage **pollution**
- Noise **pollution**
- **Damage** to natural resources
- Other **pollution** and environmental **damage**

Other insurance

That would be covered under any other insurance if this **policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **policy** did not exist.

Confiscation

Directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **property** by or under the order of any government or public authority.

Dishonesty

Directly or indirectly due to any dishonest, deliberate or malicious act by **you** or any **employee**.

Hazardous Locations

Directly or indirectly due to work at, or in relation to:

- Power stations or nuclear establishments;
- Oil, gas or chemical refineries, bulk storage facilities or production **premises**;
- Aircraft;
- Watercraft;
- Railways or airports;
- Underground or underwater locations, piling work or water diversion;
- The use of explosives;
- Construction work on towers, steeples, chimneys, shafts, blast
- furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs;
- Any work undertaken at more than 20 metres in height; or
- Excavation work more than 3 metres in depth, unless disclosed to and accepted by **us** before the start of the **policy**.

- Hospitals and other medical facilities
- Quarries
- The Pharmaceutical Industry
- Laboratories

Exclusion of prior circumstances

This policy excludes indemnity for any **claims** made, related to events or activities:

- Directly prior to the inception of this **policy**,
- Prior to the inception of this **policy** and unrelated to the **Insured Business**, and were either:
- Notified or should have been notified prior to the **policy** inception, or
- Work carried out by a party other than the **Business** named in the Policy Schedule, regardless of the date of the act. (Note: This exclusion does not apply to Section 4 – Professional Indemnity.)

PFAS

We will not cover any **claim** for actual or alleged loss, liability, **damage**, compensation or **bodily injury** directly or indirectly in connection with any **PFAS** (applicable to all Sections including Employers Liability).

Silicosis

We will not cover any **claim** for actual or alleged loss, liability, **damage**, compensation or **bodily injury** directly or indirectly in connection with **Silicosis** (applicable to all Sections including Employers Liability).

Section 8 Endorsements

The following **endorsements** are only applicable, if noted on **your policy schedule**:

00X1TR1 – Abseiling Endorsement

This **endorsement** applies to Section 2 of this **policy**:

We will accept no liability under this **policy** unless all persons involved in abseiling are suitably trained and experienced in this activity and that abseiling is only to be undertaken from anchorage points that conform to BS 5845 or any subsequent British Standard that applies. If no such anchorage point is available, the **insured** will use an anchorage point in accordance with IRATA rules and regulations.

0061TR1 – Safety Harness Endorsement

This **endorsement** applies to Section 2 of this **policy**:

We will accept no liability under this **policy** unless **you** ensure that any **employee(s)** working at heights exceeding 5 metres are provided with and use fall-arrest equipment, where a suitable anchorage point or Mansafe system is available.

This equipment must consist of a full body harness, a shock-absorbing lanyard, and connecting hook that meets CEN standards.

However, this **endorsement** does not apply if the work area, including any access platforms or scaffolding, has edge protection consisting of:

- A main guard rail at least 910mm high
- A toe board at least 150mm high
- An intermediate guard rail or barrier so that gaps are no more than 470mm
- Void protection safety netting installed and tested to standard EN 1263-1 and/or ISO 1806.

00X2TR1 – Treatment endorsement

This **endorsement** applies to Section 3 of this **policy**:

We will accept no liability under this **policy** arising directly or indirectly from:

- Using or applying any lotion, hair dye, or other preparation or **product** that **you** have wholly or partly manufactured or altered in any way.
- Using or mixing any **product** that doesn't follow the manufacturers or vendor's instructions.
- Any treatment performed by someone with less than 2 years of continuous experience.
- Any procedure that involves the removal or piercing of skin.
- Any laser and / or light treatment.

6085TR1 – IT operations endorsement

This **endorsement** applies to Section 4 of this **policy**.

We will accept no liability, loss, or **defence costs** directly or indirectly due to the failure of the service provided by an internet service or telecommunications provider or other utility provided, other than any services **you** provide as part of **your professional services**.

0014TR1 – Damp proofing, dry rot and timber treatment Endorsement

This **endorsement** applies to Section 3 of this **policy**.

We will accept no liability under this **policy** unless **you** follow these safety precautions when performing damp proofing, dry rot, or timber treatment and similar processes:

- The use of artificial lighting in the treatment areas be limited to specially constructed flame proof double encased lamps connected without junction boxes to points outside the area being treated
- Any other electrical equipment **you** use must also be connected without junction boxes to points outside the treatment area.

- **You** must inform the customer in writing that it is their responsibility to ensure all electrical circuits and installations in the treatment area are safe and in good condition before work begins.
- Ensure that electricity to any circuits within the treatment area is cut off and remains off during the treatment.
- No naked flames or other electrical equipment, except those stated, should be taken into the treatment area for at least 48 hours after the treatment is completed.
- Follow all instructions provided with the **products** used.
- Provide polythene sheeting or other protective coverings to the customer to protect nearby **property** from staining.

0077TR1 – Tree felling and lopping endorsement

This **endorsement** applies to Section 3 of this **policy**.

We will not cover **you** for any legal liability arising directly or indirectly from or in connection with any work involving tree felling or tree lopping.

0068TR1 – Spray drift endorsement

This **endorsement** applies to Section 3 of this **policy**.

We will not cover **you** for any legal liability arising directly or indirectly from or in connection with any spray drift or wind drift from the use of grit, sand or shot blasting operations or equipment, paint spraying operations or surface preparation equipment.

0083TR1 – Waste endorsement

This **endorsement** applies to Section 3 of this **policy**.

We will not cover **you** for any legal liability arising directly or indirectly from or in connection with:

- The ownership, management, or operation of landfill sites or incineration plants.
- Any work involving the storage, handling, removal, stripping out, demolition, or disposal of toxic, hazardous, or notifiable **goods**, substances, or waste materials.

We will accept no liability under this **policy** unless **you** ensure that all waste is taken to licensed sites and transported only by licensed carriers.

If you do not comply with an endorsement that has been applied to your policy, you will not be covered, and we will not pay your claim.

Section 9 General conditions

The following conditions apply to all sections of the **policy** unless otherwise stated in the section specific conditions.

Presentation of the risk

Before any cover under this **policy** can start, renewed or whenever changes are made to it, **you** must provide **us** with a 'fair presentation of the risk' to be **insured**.

The presentation must:

- Include all material facts which are known, or ought to be known, by **you**, **your** senior management or anyone arranging the **policy** on **your** behalf.
- be made following a reasonable search; and
- be reasonably clear and accessible.

This is the information that **we** have taken from **you** during the quotation process and any subsequent communication that **we** had where **we** have needed to clarify points, either on the phone or via emails.

Failure when presenting the risk which is deliberate or reckless

If **you** deliberately or recklessly fail to comply with the obligation under Presentation of the risk above, **we** can avoid the **policy**. **We** will be entitled to:

- Refuse to cover any **claim** under the **policy** and treat it as if it never came into existence.
- Require **you** to repay all payments already made by **us** under the **policy**; and
- Keep any premium payments **you** have made.

Failure when presenting the risk which is neither deliberate nor reckless

If **you** fail to comply with the obligation under Presentation of the risk above, but the failure was neither deliberate nor reckless, **our** rights will depend upon what would have happened if **you** had provided a fair presentation.

If **we** would have:

- Refused to insure **you**, **we** can avoid the **policy**. This means **we** will have the rights under a. and b. above, although **we** will return any premium payments **you** have made.
- **Insured you**, but the terms of the **policy** would have been different, the **policy** will remain in force as if those alternative terms had applied since the start of the **period of insurance**. This does not apply to anything that only affects the premium; or
- **Insured you**, but charged a higher premium, the amount **we** pay for any **claim** under the **policy** will be proportionately reduced or **we** will require any additional premium to be paid by **you** prior to settling the **claim**, by reference to the difference between the premium charged and the premium **we** would have charged if **you** had provided a fair presentation.

We will apply the following calculation to any proportionate reduction:

(Premium **we** would have charged, minus actual premium charged) X amount of the **claim**. Please note that both b. and c. above can apply at the same time.

Change of risk

If during the **period of insurance** there are any material changes or additions to the information contained in the presentation of the risk, **you** must let **us** know as soon as possible. **We** may:

- Confirm the **policy** remains in force with no changes.
- Change the terms of the **policy**, including the premium and any **excess**; or
- Cancel the **policy** with effect from the date of the material changes or additions if the new information that **you** have provided to **us** means that **we** would not offer an insurance quote. **We** do not cover any changes to the **business** unless **you** have told **us** about them, and **we** have agreed to provide cover.

Precautions

You must at **your** expense:

- Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **claim** under this **policy**.
- Ensure that all **property** covered under the **policy** is maintained in a good state of repair.
- Exercise reasonable care in the selection of **employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties.
- Comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of **property** and people.
- Take all reasonable precautions to prevent unauthorised use of or access to **your** records, **computer system** and website; and
- Ensure all **data** is backed up.

We do not cover any **claim**, loss or liability arising while **you** are not in full compliance with these conditions. However, **we** will still cover **you** if **you** can prove that **your** failure could not have increased the risk of the **claim** or loss arising.

Premium payment

We will not make any payment under the **policy** unless all due premium payments, including any premium instalment payments, have been paid.

Rights of third parties

Save as provided by this **policy**, no one who is not a party to the **policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

Interests of third parties

Where **you** are required under any mortgage, lease, hire or hire purchase agreement to include the interest of any third party under this **policy**, **we** will note the interest of such third party provided **you** tell **us** about their interest as soon as possible.

Governing law and jurisdiction

Unless agreed otherwise in writing:

- The **policy** will be governed by the laws; and
- All disputes relating to the **policy** shall be submitted to the exclusive jurisdiction;

of the courts, of the country within the **territorial limits** where **you** are based.

Excess for claims under more than one section

If any single act, incident or event gives rise to cover under more than one section of the **policy**, **you** will only be liable to pay for one **excess**, being the highest that applies.

We can deduct the **excess** from any **claim's** payment.

Compulsory insurance

If the Employers' Liability section is shown as **insured** in the **schedule**, these Common Conditions apply subject to the laws and regulations relating to the compulsory insurance of liability to **employees** in the country within the **territorial limits** where **you** are based. **you** must repay to **us** any amounts **we** are required by such legislation to pay in respect of any **claim** which **we** would not otherwise have had to pay as a result of a breach of any of these Common Conditions.

Arbitration

If there is a dispute between **you** and **us** as to the amount to be paid if there is a **claim** (where **we** agree the **claim** is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

Section 10 How to make a claim

How to Report a Claim

If you need to report a claim, please either:

Complete and return the relevant claims form at www.admiralbusiness.com/make-a-claim.

Email your claim details to claims@admiralbusiness.com.

Call 020 3808 7099 to report your claim.

You must report any claim you wish to bring under this policy, any claim made against you, or any incident or act that could result in a claim, as soon as reasonably possible, and in any case, within 14 days of becoming aware of the event. If you fail to report the claim within this timeframe, it may not be covered under this policy.

Section 11 Cancellation

This cover ends automatically as soon as one of the following happens:

- If **you** fail to make **your** agreed monthly payments.
- If **you** don't renew the **policy** before the expiry date as shown in **your policy schedule**.
- If **your policy** is cancelled due to fraud, dishonesty or non-compliance with **policy** conditions.

Your rights

- **You** can cancel **your policy** at any time by calling **our** customer service team.
- If **you** cancel before the **policy** inception date, **you** will be entitled to a full refund of premium.
- Once cover has commenced, **you** will be charged for each month or partial month used.
- For customers paying annually, **you** will be entitled to a refund of full unused months.
- For customers paying monthly, **you** will not be charged any further payment after the **policy** has been cancelled. Please note: There is no refund for partially unused months.

Example of charges:

- If **your** annual premium is £120, each month will represent £10 of premium (£120/12 = £10 per month).
- If **you** cancel the **policy** during the 1st month of cover, **you** will receive a refund of 11 full unused months = £110 refund.
- If **you** cancel the **policy** during the 5th month of cover, **you** will receive a refund of 6 full unused months = £60 refund.

For the purposes of cancellation charges a month will run e.g. If **your policy** start date is the 5th of the month, the new month will be calculated from the 5th of the following month regardless of how many days are in the particular month.

If **you** made a **claim** during the **period of insurance**, the full premium is payable, and no refund will be given.

Our rights

We may cancel this **policy** at any time by sending 7 days' notice in writing if:

- **You** are in breach of any of the conditions of this **policy**.
- **You** fail to respond to written requests for further information or documentation.
- **You** don't pay any monies owed.
- If **we** cancel **your policy**, **you'll** be charged in line with the cancellation charges set out above.
- If **you** or anyone acting for **you** misleads **us** during the **policy** in a way that would impact either the terms and conditions or **our** ability to offer cover, **your policy** and any other policies **you** have with **us** will be cancelled and **you** won't get a refund.

We will at **our** option cancel the **policy** from the original inception of this insurance if a false declaration or statement is made or fraudulent device put forward.

Section 12 How to make a complaint

We are fully committed to giving **you** a first-class level of service. But if **you** ever feel like **we** have fallen short of the mark, please address **your** concerns or complaints to:

Complaint Manager
Admiral Business Complaint Manager
Able Insurance Services Limited
Ty Admiral
David Street
Cardiff
CF10 2EH

Tel: 020 3808 7099

Email: complaints@admiralbusiness.com

If **we've** given **you our** final response but **you're** still unhappy, or more than 8 weeks have passed since **we** received **your** original complaint, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0800 023 4567**

Or **0300 123 9123**

Email: complaint.info@financialombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Section 13 Extra Information about your policy

Rest assured, any decision **we** make in respect of a **claim** made by **you** under this product has no bearing on any decision **we** may make in respect of any other **policy you** may have with **us**.

Governing law and language

This insurance shall be subject to English Law, unless specifically agreed otherwise. All communication is to be conducted in English.

Transfer of your policy

You can't transfer **your** rights or interests in this **policy** to anyone else. This **policy** won't have any value at the end date or if it is cancelled.

Rights of third parties

This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person in accordance with the Contracts (Rights of Third parties) Act 1999 or otherwise.

Rights of recovery

Upon conclusion of a **claim** under this **policy**, **we** can take over and if necessary, conduct proceedings in **your** name to recover any amount paid from the responsible party (e.g. another insurance company).

Providers and suppliers

Admiral Business is a Trading Name of Able Insurance Services Limited (Registered in England and Wales, Reg No. 02890075) registered office is Floor 4, No 3 Capital Quarter, Cardiff, United Kingdom, CF10 4BZ. **Admiral Business** is authorised and registered by the Financial Conduct Authority (Firm Reference Number: 311649).

Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar.

The Financial Services Compensation Scheme

We are **members** of the Financial Services Compensation Scheme. If **we** are unable to meet **our** obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and **circumstances** of the **claim**. Cover for the **claim** or **policy** is provided at 90%.

You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk