DUAL Construction

Contractors Combined

Policy Wording

Complaints Procedure

How to complain

If there is any occasion where service does not meet **Your** expectations in the first instance please contact **Your** Insurance Broker.

If **You** remain dissatisfied please contact Tokio Marine HCC:

Compliance Office
Tokio Marine HCC

The St Botolph Building
138-139 Houndsditch
London
EC3A 7BT If **You** remain dissatisfied please contact DUAL:

In writing:

Head of Compliance DUAL CorporateRisks Ltd. One Creechurch Place London,EC3A 5AF
By email:
complaints@dualgroup.com

By phone:

+44 (0)20 7337 9888

In the first instance, DUAL will review **Your** complaint and hope to resolve the matter. DUAL will investigate the circumstances regarding **Your** complaint and we will endeavour to resolve **Your** complaint at the earliest possible stage.

If **You** are not happy with the way DUAL has handled **Your** complaint, If you are either a private individual or an enterprise involved in economic activity that employs fewer than 50 persons or has a turnover of less that £6.5m or/and annual balance sheet that does not exceed £5m, **You** may refer Y**our** complaint to the Financial Ombudsman Service (FOS), provided **We** have had an adequate opportunity to resolve Y**our** complaint first.'

The FOS can be contacted:

In writing:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR
By email:
complaint.info@financial- ombudsman.org.uk
By phone:
0800 023 4567 / 0300 123 9123

You can find information on the FOS at www.financial-ombudsman.org.uk

Financial Compensation Scheme

and DUAL Corporate Risks are covered under the Financial Services Compensation Scheme (FSCS). ***You*** *may be entitled to compensation from the scheme if We cannot meet our obligations under this contract of* *insurance. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the FSCS scheme can be obtained from the Financial Services Compensation Scheme who can be contacted at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3 7QU or www.fscs.org.uk*

Claims Procedure – Sections A, B & C

(See page 6 for Section D - Professional Indemnity claims procedure)

How to Make a Claim

You must comply with the following Conditions Precedent. If You fail to do so, We may not pay Your claim, or any payment could be reduced:

1. For first notification of a claim or an event which could give rise to a claim please contact as soon as practicable giving full details of what has happened :
   Tokio Marine HCC
   6 Old Field Road
   Bocam Park
   Pencoed
   Bridgend
   CF35 5LJ
   Email: liabilityclaims@tmhcc.com
2. provide Tokio Marine HCCGHG Limited with any other required information;
3. forward to GHG LimitedTokio Marine HCC as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
4. inform the Police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
5. not admit liability or offer or agree to settle any claim without Our written permission;
6. take all care to limit any loss, Damage or Injury;
7. must provide Us with evidence of value or age (or both) if We require;
8. retain ownership of Your property at all times. We will not take ownership of, or accept liability for, any of Your property unless We agree with You in writing in advance to do so;
9. carry out any necessary measures to reduce the loss, it is Your responsibility to prove Your loss and retain receipts, photographs and guarantees where practicable.

How We deal with Your claim:

Basis of Settlement

Some Sections of the **Policy** contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim. **You** shall not be entitled to abandon any property to **Us**.

Consent

No admission, offer, promise, payment or indemnity shall be made or given by or on **Our** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of legal proceedings arising therefrom, as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name; and

- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

Fraudulent claims

1. If **You** make a fraudulent claim under this **Policy**, **We**:
   a) shall not be liable to pay the claim; and
   b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
   c) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
2. If **We** exercise **Our** rights under clause (1)(c) above:
   a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
   b) **We** need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

Other ways We might deal with Your claim

Some Sections may have other details about claims for example: reporting, basis of settlement. **You** must read them carefully in case there are conditions that **You** must adhere to.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover is insured under this **Policy** could also be insured under another policy that **You** have. If it is insured under two or more policies **We** will either pay the full claim and claim half of this back from **Your** other insurance policy. Alternatively, **We** will pay only half of the claim and **You** can claim the other half back from **Your** other insurance policy.

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the property insured which **We** will deal with in a manner without incurring liability or reducing **Our** rights.

We will not pay for damage if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and

We may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification.

Subrogation

If **We** become liable for any payment for a loss, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such loss and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

Arbitration

If there is a dispute between **You** and **Us** this can settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by **You** and **Us** in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

The Insurance Contract

This **Policy** is a contract of insurance between **You** and DUAL.

The following are elements for the contract of insurance between **You** and **Us**. Please read them carefully and if they require any amendments please return them to **Your** broker for correction. Keep the **Policy** safe in case **You** need to refer to it.

- Your Policy;
- The Schedule;
- Endorsements.

It is important that **You**:

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate;
- comply with **Your** duties under each Section and the insurance as a whole.

The Agreement

In this contract of insurance, the **Insurers** syndicate numbers and proportions are shown in the table. The **Insurers** bind themselves severally and not jointly, that is, in the event of a loss, each of the **Insurers** and Executors and Administrators are liable only for the **Insurers** share of the **Insurers** syndicate's proportion of the risk.

DUAL and the **Insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. DUAL and the **Insurers** Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk

Insurer	Proportion
HCC International Insurance Company PLC	100%

Authorised Signatory

For and on behalf of HCC International Insurance Company PLC

Wherever DUAL appears in this policy, it shall be deemed to mean DUAL on behalf of HCC International Insurance Company PLC

For and on behalf of DUAL

Simon McGinn, Chief Executive Officer, DUAL Corporate Risks

This insurance is not operative unless the Policy Schedule is signed and dated by an authorised person and is attached to this policy wording

The Agreement (continued)

Assignment

This **Policy** of insurance (including any benefits it confers provides) are not assignable to any third party without the express approval of **Us** confirmed in writing by **Us.**

Change of control

In the event that **You** merge into or consolidates with or sells all or substantially all of its assets or shares to a third party (whether a company, corporation or any other legal entity or person) or there is any acquisition of more than fifty percent (50%) of the voting share capital of **You** by a third party (whether a company, corporation or any other legal entity or person) **You** shall give written notice of such event prior to its execution. Upon receipt of such notice, **We** may at their absolute discretion agree to continuation of the policy of insurance, to be confirmed by way of a written endorsement to the policy. In the absence of such agreement and/or if notice is not forthcoming as required under this General Condition 12 – Change of control, the cover provided by this policy of insurance shall cease with immediate effect at the date of the change of control.

For the avoidance of doubt, **You** shall not be entitled to an indemnity in respect of any claims made under this policy of insurance where notification of the claim occurs after a change in control (as referred to in this General Condition 12 – Change of control) where the change of control was not reported to **Us** and approved in accordance with this General Condition 12.

Conformity

In this **Policy You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Contracts (Rights of Third Parties) Act 1999

You and **Us** are the only parties to this contract and no other person has any rights under the Contracts (Rights Of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Fair Presentation of the Risk

a) **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy** in accordance with the Insurance Act 2015

b) **We** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:

deliberate or reckless; or

of such other nature that, if You had made a fair presentation, We would not have issued the Policy. We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

c) If **We** would have issued the **Policy** on different terms had **You** made a fair presentation, **We** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **We** may instead:

i) reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or

ii) treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

Fraudulent claims

If **You** make a fraudulent claim under this **Policy**, **We**:

a) shall not be liable to pay the claim; and

d) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and

e) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights under clause (1)(c) above:

a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,

f) **We** need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

International Sanctions, Export and Exchange Control Clause

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

Law and Jurisdiction

You and **We** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and the jurisdiction of the courts of England.

Other Parties

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

Policy construction and disputes

Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the laws of England and Wales. The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

Any dispute concerning the interpretation of the terms, Conditions or Exclusions contained herein is understood and agreed by both **You** and **Us** to be subject to the laws of England and Wales. Each party agrees to refer any such dispute to a mediator to be agreed between **You** and the **Us** within 14 working days of any dispute arising under the Policy. 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 agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

You and **Us** agree to perform their respective continuing obligations under this Policy 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 **You** and the **Us** cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be submitted to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales and each party agrees to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Premium payment clause

If the premium due under this Policy has not been so paid to **Us** by the 60th day from the inception of this Policy, (and, in respect of instalment premiums, by the date they are due), **We** shall have the right to cancel this Policy by notifying **You** via **Your** broker in writing. In the event of cancellation, premium is due to **Us** on a pro rata basis for the period that **We** are on risk but the full policy premium shall be payable to **Us** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this **Policy**.

It is agreed that **We** shall give not less than 15 days prior notice of cancellation to **You** via **Your** broker. If premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this **Policy** shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Data Protection and Privacy Summary Statement

As a provider of commercial general insurance, **we** may collect personal data from our clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **us** and **we** are committed to collecting, processing, sharing, storing and destroying all information in accordance with GDPR and the UK data protection laws.

You can read **our** full Privacy Notice on our website dualinsurance.com/uk-en/privacy-notice, which goes into more detail about how **we** collect, use and process personal data, and how, in doing so, **we** comply with **our** legal obligations. It also describes **Your** rights as a data subject in respect of personal data. **We** would be happy to post **you** a copy, please contact **us** on the address below or via the internet contact if **you** require this.

Contact and complaints

Should there be any queries with respect to this Data Protection and Privacy Summary Statement please write to:

In writing:

Head of Compliance
DUAL Corporate Risks Limited
One Creechurch Place
London EC3A 5AF

By email: complaints@dualgroup.com

By phone: +44 (0)20 7337 9888

If you have a complaint or concern about how we use **Your** personal data, please contact us and we will do our utmost to resolve the issue as soon as possible. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (https://ico.org.uk/). We would however, appreciate the opportunity to respond to any concerns you may have, in the first instance.

Your Duties

You shall:

a) take all precautions to prevent any **Occurrence** which may give rise to a valid claim under thisPolicy;
b) take all precautions to comply with all statutory requirements and regulations imposed by any Authority;
c) as a **Condition Precedent** to **Your** right to be indemnified under this **Policy**, **You** must not waive any
d) **Subrogation** rights against a third party written or prior written consent;
e) give **Us,** as soon as practicable, notice in writing of any **Occurrence** which may give rise to a valid claim under this **Policy**;
f) **You** shall also, as a **Condition Precedent** to **Your** right to be indemnified under this insurance, immediately take all steps to prevent further **Damage** or **Injury** arising out of an **Occurrence** at his own expense, such expense shall not be recoverable hereunder.

Information about Words with Special Meanings

Conditions Precedent

There are conditions within the **Policy** that are **Conditions Precedent** to **Our** liability.

You may find a **Condition Precedent** applies only to a particular **Policy** Section in which case it will be shown under that Section.

If **You** do not comply with any part of a **Condition Precedent**, **We** will not pay for any claim, except that where the condition precedent concerned:

a) operates only in connection with particular premises or locations, **We** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
b) operates only at particular times, **We** will pay for any claim where You show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the injury, loss, **Damage** or liability which occurred;
c) would, if complied with, tend to reduce particular types of injury, loss, damage or liability, **We** will pay for any claim where You show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the injury, loss, damage or liability which occurred

Policy Definitions

A defined word or phrase is in **bold type** and has a specific meaning other words may be in capital letters these are also important words. Each time one of the words or phrases below appears in this **Policy** it shall have the same meaning wherever it appears unless an alternative definition is stated to apply. Each section of the **Policy** contains definitions which have a specific meaning, they must be read in conjunction with the General Definitions.

Employee

a) Any person under a contract of service or apprenticeship with You whilst working for You or in connection with Your Business;

b) Any of the following persons whilst working for You or in connection with Your Business;

any labour master or labour only sub-contractor or person supplied by him;

any self-employed person providing labour only;

any trainee or person undergoing work experience;

any voluntary helper;

any person who is borrowed or hired to You;

persons working under the Community Offender Act 1978 and the Community Offender (Scotland) Act 1978 or similar legislation.

Insurers

HCC International Insurance Company PLC

Tokio Marine HCC is a trading name of HCC International Insurance Company plc. HCC Insurance Holdings, Inc. is an international insurance holding company and a leading specialty insurance group since 1974, based in Houston, Texas, with offices across the USA, Bermuda, England, Ireland and Spain. A subsidiary of HCC Insurance Holdings, Inc., HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the UK Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 01575839. Registered office: The St Botolph Building, 138-139 Houndsditch, London EC3A 7BT.

Period of Insurance

The period shown on the **Schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

Policy

The terms of this insurance including the **Schedule**, definitions, clauses, exceptions and conditions herein or as amended by endorsement.

We Us Our

DUAL as Coverholders for the **Insurers** and the **Insurers**

You or Yours

The party or parties specified in the **Schedule** and, upon **Your** request, any of the following;

a) directors while acting in their respective capacities as such for **You**;
b) **Employees** acting in the course of **Your Business**;
c) officers or committee members;
d) **Your** canteen, social, and sports organisations and first aid, fire, medical, welfare, rescue, security and ambulance services in their respective capacities as such for **You.**

General Exclusions

This **Policy** does not cover:

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

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

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

a), b), c) and d) will not apply to Section A – Employers Liability except where the **You** have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

General Conditions

Alteration of risk

You must immediately notify **Us** if at any time during the **Period of Insurance** there is any material change to any of the risks covered under this **Policy**. **You** shall at **Your** expense promptly take all reasonable steps to prevent claims occurring as a result of such alteration of risk. With effect from the date of any alteration, **We** are entitled to change the terms, conditions and/or exclusions of this **Policy** as result of any alteration of risk and charge an additional premium as may be appropriate.

Amendments

The terms and conditions of this **Policy** shall neither be waived nor changed except by written endorsement forming part of this **Policy**.

Automatic Coverage

This **Policy** shall apply automatically to all operations including premises acquired, established or created by **You** during the **Period of Insurance**. However, **You** must notify **Us** in writing as soon as practicable, and in any event within 15 days of those operations representing a material change to the nature of **Your Business**. **We** may at **Our** discretion, establish a separate rate, terms or premium in respect of any such operations.

Invalidity

If any provision of this **Policy** is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable this will not affect the other provisions of this **Policy** which will remain in full force and effect.

Notices

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to:

a) in the case of **You**, either to Your last known address or the last known address of Your broker.
b) in the case of **Us**, to Tokio Marine HCC - atThe St Botolph Building, 138-139 Houndsditch, London EC3A 7BT..

Definitions Applicable to Sections A, B and C

Business

The **Business** shall include in addition to those activities as stated in the **Schedule**:

a) the ownership, maintenance and upkeep of the premises owned or occupied by **You**;
b) the provision of catering, social and sports facilities for **Employees**, former **Employees**, and their respective families;
c) the provision of fire, first aid, medical, welfare, rescue, ambulance and security services;
d) private duties of an **Employee** for any partner, director or officers of **Yours** with **Your** prior consent within the **Territorial Limits**;

e) attendance at or participation in trade fairs, shows and exhibitions by **You** or any **Employee** in the course of their employment within the **Territorial Limits**:

f) the provision of car parks;

g) participation as an exhibitor.

Contract

The agreement under which the **Contract Works** are undertaken.

Contract Site

The physical location of the **Contract Works** to be performed within the **Territorial Limits**.

Damage / Damaged

Physical loss of or destruction of material property.

Excess

The amount payable by **You** before **We** make any payments.

Injury

Bodily injury, death, disease, illness, physical and mental injury, anguish or nervous shock

Occurrence

Any one loss or series of losses arising from one event.

Offshore

Structures as defined in the Health and Safety at Work Act 1974 (UK) and any similar legislation, irrespective of whether such installations are located in territorial or international waters. For the purpose of this definition **Offshore** Installations and related operations shall also include installations related to gas importation and storage, wave, tidal and wind energy production and underground coal gasification; embarkation on a vessel or aircraft for conveyance to **Offshore** Installations until disembarkation from the vessel or aircraft on to land from such installations.

Product

Product shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf or any structure constructed, erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business**.

Schedule

The **Schedule** of insured information attaching to and forming part of this **Policy**.

Territorial Limits

Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Transit

The motion of carrying **contract works, own plant or Hired in plant** from point of loading to destination whilst not being left **Unattended.**

Unattended

Not being supervised or watched by **You** or at least one of **Your Employees**

Vehicle

Any mechanically propelled Vehicle (including any machinery or apparatus attached thereto) designed for use, or being used in circumstances, where compulsory insurance or security is required by virtue of any Road Traffic Act or similar law.

General Conditions Applicable to Sections A, B and C

Premium Adjustment

If any part of the premium is calculated on **Your** estimates **You** shall keep an accurate record containing all particulars relative thereto and shall at all times allow **Us** to inspect such record. **You** shall within ONE

(1) month or if **We** agree to some other period of time, from the expiry of each **Period of Insurance**

furnish **Us** with such particulars and information as **We** may require.

The premium for such **Period of Insurance** shall thereupon be adjusted and the difference paid by or allowed to **You** as the case may be subject always to any minimum premiums stipulated.

Reasonable care

You must take all reasonable steps to:

a) protect the Property Insured
b) comply with statutory enactments Bye-Laws and any other obligations and regulations imposed by any authority
c) employ only competent employees
d) prevent accidents
e) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger **You** shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

General Exclusions Applicable to Sections A, B and C

Terrorism

Notwithstanding any provision to the contrary within this insurance or any exclusion thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

Other than arising out of terrorism to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages and Costs and Expenses shall not exceed GBP5,000,000 in respect of any one claim or series of claims against **You**.

Micro-Organism Exclusion

This **Policy** does not insure any loss, damage, property damage, claim, cost expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

a) **Damage** to **Your** property;
b) any contingency or cause whether or not contributing concurrently or in any sequence;
c) any loss of use occupancy or functionality ;
d) any action required including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion supersedes and replaces any provision either in whole or in part in this **Policy** that provides insurance for these matters.

Electronic Data Exclusion

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:-

a) This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

COMPUTER VIRUS means a corrupting instruction that propagates itself via a computer system or network.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Section A – Employer's Liability

Insuring Clause

We will indemnify **You** for an amount not exceeding the Limit of Indemnity as stated in the **Schedule** for all sums (including claimant's costs and expenses) which **You** become legally liable to pay as damages in respect of **Injury** sustained by an **Employee** arising out of and in the course of his employment in connection with **Your Business** caused during the **Period of Insurance** within and within the **Territorial Limits.**

Employers' Liability (Compulsory Insurance) Clause 1969

The indemnity granted by this section is deemed to be in accordance with the provisions of the Employers Liability (Compulsory Insurance) Regulations 1969 and the Employers Liability (Compulsory Insurance) Regulations 1988 or any subsequent amendment or re-enactment or similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands.

However, **You** must repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provision of such legislation.

Section A Extensions:

Compensation for Court Appearance

In the event that **You** attend court as a witness at **Our** request in connection with an **Occurrence** in which **You** are entitled to indemnity under this section **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

d. any director, partner, executive officer of **Yours**	GBP500
any other of **Your Employees**	GBP250

Health & Safety at Work etc. Act 1974

We will indemnify **You** or at **Your** request any director or **Employee** in respect of legal fees or expenses including the costs of appeal against conviction incurred by the solicitor or firm of solicitors engaged with **Our** consent to act for or on **Your** behalf or any of **Your** directors or **Employees** in their defence against a criminal charge brought under:

a) Sections 36 or 37 of the Health and Safety at Work etc Act 1974 in respect of an offence as defined in Section 33 of the said Act;

b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order committed or alleged to have been committed during the P**eriod of Insurance** including costs of prosecution awarded against **You** or **Your** directors or **Employees** from such proceedings.

Provided always that:

c) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;

d) **We** will not insure **You**:

1. where **You** or **Your** directors or **Employees** are insured by any other policy;
2. where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or by
3. **Your** directors or **Employees**;
4. in respect of legal fees and expenses which **You** or **Your** directors or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**;
5. in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
6. for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.

e) **You** or **Your** directors or **Employees** shall give **Us** immediate notice of any summons or other process served upon **You** or any of **Your** directors or **Employees** and of any event that may give rise to proceedings against **You** or any of **Your** directors or **Employees**.

Indemnity to Principals

We will indemnify any principal with whom **You** have entered into an agreement, to the extent required by such agreement, but only in respect of liability for which **You** would have been entitled to indemnity under this section if the claim had been made against **You**. Provided always that **We** shall retain sole conduct and control of any claim and the Principal shall observe fulfil and be subject to the terms conditions Exclusions and Limits of this section in so far as they can apply.

Manslaughter Defence Costs

We will indemnify **You** and at **Your** request any of Your Employee(s) or Director or Partner against;

a) legal costs and expenses incurred with **Our** written consent; costs awarded against **You** or **Your** directors partners or Employees;

in connection with the defence of any criminal proceedings brought or in appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this Policy.

Our total liability to pay compensation shall not exceed the Limit of Indemnity or the amount as stated in the Schedule whichever is the lesser.

Solicitors' fees

We will pay solicitors' fees incurred with the **Insurers** consent for:

a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

Work overseas

This Policy shall not apply to nor include liability in respect of any Injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

Unsatisfied court judgements

In the event of a judgement for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** or disease of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by **You** in the **Business** against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement **We** will pay to the **Employee** or the personal representatives of the **Employee** at **Your** request the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

a) there is no appeal outstanding

if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to the Insurer.

Section A Exclusions:

We shall not indemnify **You** in respect of:

Asbestos

Arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case **Our** total liability to pay damages and **Costs and Expenses** shall not exceed GBP5,000,000 in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

Motor Vehicles

Liability for **Injury** to any **Employee** to the extent that compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

Work offshore

Any claim(s) for **Injury** caused during any **Period of Insurance** and sustained by any **Employee**

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

Section B - Public and Products Liability

Sub-Section B1: Public Liability

Insuring Clause

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay as compensation for:

a) **Injury** to any person other than an **Employee** where such **Injury** arises out of and in the course of the employment
b) Damage
c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way
d) wrongful arrest or false imprisonment occurring during the **Period of Insurance** within the **Territorial Limits** in connection with **Your Business**.

Our liability under this Section for all compensation payable by **You** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit(s) of Indemnity.

For the purpose of this Sub-Section '**Territorial Limits**' shall be deemed to mean:

anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada) and

non-manual work carried out during temporary visits to the United States of America or Canada.

Exclusions Applicable to Section B1: Public Liability

We shall not indemnify **You** in respect of:

Aerodrome or Airport

Liability arising out of work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas

Item Being Worked Upon

Damage to item upon which **You** have been working where the **Damage** is the direct result of such work.

Mechanically Propelled Vehicles, Craft and Plant

b) liability arising from the ownership or possession or use by or on behalf of **You** of any mechanically propelled vehicle or mobile plant:
    i. which is licensed for road use or
    ii. for which compulsory motor insurance or security is required or

iii. which is more specifically insured.

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

1. liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
2. the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
3. the unauthorised movement on **Your** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

c) liability arising from the ownership or possession or use by **You** or on **Your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

Products

liability arising from **Products** after they have ceased to be in **Your** custody or control other than food or beverages for consumption on **Your** premises or at any other premises where **You** are carrying on the Business.

Property Held in Trust

loss of or **Damage** to property belonging to **You** or held in trust by or borrowed, rented, leased or hired for use by **You** but this exclusion shall not apply to:

a) the personal effects (including vehicles and their contents) of directors, **Employees** and visitors
b) buildings or their contents temporarily occupied by **You** for the purpose of carrying out work therein or thereon
c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **You** other than such loss or **Damage** if liability is assumed by **You** under a tenancy or other agreement and would not have attached in the absence of such agreement.

Sub-Section B2: Products Liability Insuring Clause

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay as compensation for:

a) **Injury** to any person other than an **Employee** where such **Injury** arises out of and in the course of the employment
b) Damage occurring during this Policy the Period of Insurance within the Territorial Limits and caused by Products.

Our liability under this Section for all compensation payable by **You** in respect of all such death or such Injury and such loss of or such **Damage** occurring during any one **Period of Insurance** shall not exceed the Limit(s) of Indemnity.

For the purpose of this Sub-Section **Territorial Limits** shall be deemed to mean:

a) anywhere in the world in respect of **Products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Exclusions Applicable to Section B2: Products Liability

We shall not indemnify **You** in respect of:

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

Section B Extensions

Compensation for Court Appearance

In the event that **You** attend court as a witness at **Our** request in connection with an **Occurrence** in which **You** are entitled to indemnity under this section **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

a) any director, partner, executive officer of **Yours** GBP500
b) any other of **Your Employees** GBP250

Consumer Protection Act 1987 & Food Safety Act 1990

We will indemnify **You** or at **Your** request any director or **Employee** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

a) the criminal proceedings relate to an offence committed in the course of **Your Business**
b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
c) **We** shall not be liable under this extension
   i. where **You** or **Your** directors or **Employees** are insured by any other policy of insurance
   ii. where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission by **You** or **Your** directors or **Employees**
   iii. in respect of legal costs and expenses which **You** or **Your** directors or **Employees** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission by **You** or **Your** directors or **Employees**
   iv. in respect of fines or penalties
   v. for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
   vi. unless **We** have the sole conduct and control of all claims

d) **You** or **Your** directors or **Employees** shall give **Us** immediate notice of any summons or other process served upon **You** or **Your** directors or **Employees** and of any event that may give rise to proceedings against **You** or **Your** directors or **Employees**.

Contingent Motor Liability

We shall indemnify **You** in respect of legal liability arising out of use by any **Employee** of any private **Vehicle**, including any trailer or apparatus attached thereto, not the property of nor leased or rented to **You** and being used in the course of the **Business**.

We shall not provide indemnity:

a) in respect of **Damage** to any such private **Vehicle** or its contents; or
b) arising while such **Vehicle** is being driven by **You**;
c) driven with **Your** general consent or of **Your** representative by any person who to **Your** knowledge or of such representative does not hold a valid licence to drive such **Vehicle** unless such a person has held and is not disqualified from holding or obtaining such licence;
d) arising while such **Vehicle** is being used elsewhere other than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cross Liabilities

We will indemnify each party named in the **Schedule** or endorsed hereto as if a separate **Policy** had been issued to each. Provided always that **Our** total liability shall not exceed the Limits of Indemnity stated in the **Schedule** regardless of the number of parties claiming to be indemnified.

Data Protection

We will indemnify **You** against **Your** legal liability to pay Damages (including claimants' costs fees and expenses) arising from any claim or claims for material or non-material damage under the General Data Protection Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation first made against the **You** in writing during the **Period of Insurance** provided always that the indemnity shall not apply to

a) liability caused by or arising from any incident or circumstances known to **You** at the inception of this
b) **Policy** and which could reasonably have been expected to give rise to a claim
c) any claim or claims made by or on behalf of any director partner or **Employee** of the **Business** in connection with their employment in the **Business**
d) proceedings consequent upon any deliberate act or omission by or on behalf of **You** if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
e) any fines or penalties of any kind

Our liability under this extension shall not exceed the sum stated in the **Schedule** in respect of all claims made against **You** during the **Period of Insurance.**

It is a **condition precedent** to liability under this Extension that **You** can demonstrate it has taken reasonable steps to comply with the requirements of the Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation

Defective Premises Act 1972

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

We shall not be liable for:

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

Defective Workmanship (only operative if shown as "Insured" in the schedule)

Applicable to Section B2 – Products Liability)

The following replaces Exclusion 1 of sub section B2 – Products Liability

We will indemnify **You** in respect of **Your** legal liability for the costs and expenses incurred in rectifying defective workmanship or defective **Products** where such work or **Products** have caused bodily injury to any person other than **You** or an **Employee** or have caused **Damage** to property other than the **Products** which are the subject of the same **Contract**.

Provided that:

a) **You** have not made a claim for defective workmanship or defective products for this **Business** or any other **Business** within the last 5 years
b) **We** shall not be liable for the first 10% of any loss or £500 whichever is the greater which amount shall be retained by **You** as **Your** own liability and uninsured
c) the maximum **We** shall be liable for under this extension shall not exceed £25,000 any one claim and in the aggregate in any one Period of Insurance.

Financial Loss (only operative if shown as "Insured" in the schedule)

Applicable to Section B – Public & Products Liability

We will indemnify **You** by this Extension against **Your** legal liability to pay damages (including claimants' costs fees and expenses) and Defence Costs from any claim or claims arising solely by reason of Financial Loss first made against **You** and notified to **Us** during the **Period of Insurance** in connection with the **Business**.

Our total liability to pay damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed

GBP 100,000 in the aggregate for any one **Period of Insurance**.

This Extension does not cover liability for

a) claims arising by virtue of a contract or agreement and which would not have arisen in the absence of such a contract or agreement.
b) claims in respect of **Bodily Injury** or **Damage** as defined within the **Policy**
c) claims where the event giving rise to Financial Loss occurred or is alleged to have occurred

    i. prior to the Inception Date of this **Policy** (as stated in the **Schedule**) unless agreed by the **Us** which offer and acceptance must be signified by specific endorsement to this Extension
    ii. outside Great Britain Northern Ireland the Isle of Man or the Channel Islands
d) claims where legal action or litigation is brought in a Court of Law outside the territories specified in (c) ii above or where action or litigation is brought in a Court of Law within those territories to enforce a foreign judgement either in whole or in part
e) the costs of recall removal repair alteration replacement or reinstatement of any **Product** supplied structure erected or contract work executed by **You** or of any commodity article or thing in which such Product structure or work is incorporated
f) claims arising out of **Your** insolvency or in respect of Financial Loss sustained by shareholders stockholders or **Your Employees** in their capacities as such
g) claims arising out of or in connection with advice design consultancy specification formulae or supervision given or undertaken solely for a fee
h) claims arising out of any act of fraud dishonesty deceit or injurious falsehood or passing off or infringement of patent copyright trademark or trade name
i) claims arising out of the deliberate conscious or intentional disregard by **Your** management of the need to take all reasonable steps to prevent Financial Loss
j) claims for any fines penalties statutory payments liquidated damages or performance warranties
k) the first £5,000 or 10%, whichever is the greater, of each and every loss. In respect of this Extension:
    i. Exclusions applicable to Section B shall apply and
    ii. the words "**Damage**" wherever used in any of these Exclusions shall be deemed to read "Property **Damage** or Financial Loss"

Health & Safety at Work Act 1974

We will indemnify **You** or at **Your** request any director or **Employee** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including:

a) costs of prosecution awarded against **You** or any director or **Employee**.
b) legal costs and expenses incurred with the consent of **Us** in an appeal against conviction arising from such proceedings.

Provided always that **We** shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

Indemnity to Principals

We will indemnify any principal with whom **You** have entered into an agreement, to the extent required by such agreement, but only in respect of liability for which **You** would have been entitled to indemnity under this section if the claim had been made against **You**. Provided always that **We** shall retain sole conduct and control of any claim and the Principal shall observe fulfil and be subject to the terms conditions Exclusions and Limits of this section in so far as they can apply.

Manslaughter Defence Costs

We will indemnify **You** and at **Your** request any of **Your Employee(s)** or director or partner against;

a) legal costs and expenses incurred with **Our** written consent;
b) costs awarded against **You** or **Your** directors partners or **Employees**;

in connection with the defence of any criminal proceedings brought or in appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this **Policy**.

Our total liability to pay compensation shall not exceed the Limit of Indemnity or the amount as stated in the **Schedule** whichever is the lesser.

Overseas Personal Liability

At **Your** prior request **We** shall indemnify any **Employee** or any member of their family or persons normally resident with them against all sums in respect of **Injury** or **Damage** which any of them shall become legally liable to pay consequent upon an **Occurrence** happening whilst temporarily outside the **Territorial Limits** in connection with **Your Business** except;

i. where such liability arises out of the ownership or occupation of any building or land;
ii. the carrying on of any trade or profession;
iii. ownership, possession or use of wild animals, firearms,, mechanically propelled vehicles, aircraft or watercraft; or
iv. where indemnity would be provided by any other policy of insurance.

Personal representatives

In the event of **Your** death the indemnity provided by this Section shall apply to any personal representative of **Yours** in respect of liability incurred by **You**.

Provided always that such personal representatives shall as though they were **You** observe, fulfil and be subject to the terms, limitations and conditions of this Section.

Solicitors' fees

We will pay solicitors' fees incurred with the **Our** prior consent for:

a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

Conditions applicable to Sections B1 and B2

Heat Conditions

It is a **Condition Precedent** to **Our** liability that the following precautions will be taken on each occasion where **You** or persons acting on behalf of **You** are using any process which involves the use of any oxy-acetylene or electric welding or cutting/grinding equipment or blow lamp or blow torch or hot air gun, away from **Your** premises:

a) the immediate area in which the operation is to be carried out must be segregated to the greatest practical extent by the use of screens made of metal and/or fire retardant material;

b) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence;

c) combustible floors and/or substances in or surrounding the segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material;

d) where work is being carried out in any area where there is a risk that combustible material is in danger of ignition either directly or by conduction of heat an additional **Employee** of **Yours** or an employee of the occupier shall remain continuously in attendance at the point of work until the work is complete to guard against an outbreak of fire;

e) no work is carried out unless specifically authorised by the occupier or main contractor who should also be asked to approve the safety arrangements;

f) suitable fire extinguishers and/or hoses connected up in readiness for immediate use and tested prior to the commencement of the work must be kept available for immediate use near the scene of operations. Immediate steps must be taken to extinguish any smouldering or flames discovered;

g) thorough examinations must be made in the vicinity of the work at frequent intervals for at least one hour after the termination of each operation. In the event that it is not practical for such examination to be carried out by **Your Employee** then appropriate arrangements must be made with the occupier or main contractor. Immediate steps must be taken to extinguish any smouldering or flames discovered;

h) before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat;

i) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use

j) where You burn debris away from Your premises the following precautions shall be taken on each occasion:

   1. fires to be in a cleared area and at a distance of at least ten metres from any property;
   2. fire not to be left unattended at any time;
   3. a suitable fire extinguisher to be kept available for immediate use;
   4. fires to be extinguished at least one hour prior to leaving site at the end of each working day.

k) Where there is use of asphalt, bitumen, tar, pitch or lead heaters, the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Bona Fide Sub Contractors Condition

It is a **Condition Precedent** to Our liability that whenever work is undertaken on **Your** behalf by bona fide subcontractors **You** will make all reasonable enquiries for obtaining evidence that bona fide subcontractors effect public liability insurance that:

a) covers the work to be undertaken by the bona fide subcontractor
b) is subject to a limit of indemnity of not less than £2,000,000
c) includes an 'indemnity to principals'' clause
d) the insurance is revalidated every 12 months throughout the duration of their contract with **You**

Legionella Precautions

It is a **Condition Precedent** to **Our** liability that If **You** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

Underground Services

It is a **Condition Precedent** to **Our** liability that that **You** comply with the following precautions prior to any digging or excavation work is carried out.

a) all reasonable steps must be taken to identify the position of underground pipes cables and services including the use of any freephone facility for the location of such underground services
b) a written record of the measures taken to locate the underground services must be retained
c) a method of work must be adopted which will minimise the risk of loss to all services

Exclusions applicable to Sections B1 and B2

We shall not indemnify **You** in respect of:

Advice, Design, Specification for a Fee

Liability for **Injury** or **Damage** arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by **You** or on **Your** behalf.

Asbestos, Silica, Polychlorinated Biphenyl, Urea-formaldehyde

Liability arising in whole or in part, directly or indirectly out of asbestos, asbestos fibres or products containing asbestos or silica, polychlorinated biphenyls or urea-formaldehyde where such liability arises out of the known or suspected injurious or damaging effects of the above. Furthermore, this insurance shall not apply to:

i) any liability for costs or expenses incurred in the removal, repair or replacement of any of the above or products containing any of the above incorporated in any building, structure, installation, plant or premises;

ii) any liability arising out of any express or implied duty or obligation of **Our**s to defend any claim or suit against **You** alleging actual or threatened injury or **Damage** arising out of the above.

Care, Custody and Control

Damage to **Your** property or that in **Your** care, custody or control other than personal effects of **Yours** or **Your** visitors.

Contract Liability

Liability arising by virtue of a contract or agreement unless liability would have attached in the absence of such contract or agreement

Employers Liability

Liability for **Injury** sustained by **You** any **Employee** arising out of and in the course of employment by **You** in the **Business**.

Fines, Penalties and Liquidated Damages

Any liability resulting from or arising out of liquidated damages, penalty clauses, fines or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages of other non-compensatory damages.

Pollution or Contamination

Liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this clause 'Pollution or Contamination' shall be deemed to mean:

a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and

b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination.

Domiciled Elsewhere

Any associated or subsidiary company of **Yours** or branch office or representative of **Yours** with power of attorney domiciled elsewhere than in the **Territorial Limits**

Superstructure Property Damage

Any loss of or Damage to

a) any 'Superstructure' and or

b) any other property building or structure caused by the failure or deterioration from any cause of any 'Structural Building Product' that is part of included in or attached to such property building structure

For the purpose of this Exclusion the following definitions apply

‘Superstructure’ means any property building or structure relying on the support provided by any foundation underpinning and or piling work performed by or on behalf of **You**

‘Structural Building Product’ means any brick building block steel concrete mortar or any other structural **Product**

SECTION C – CONTRACTORS ALL RISKS

Definitions - must be read in conjunction with the General Definitions.

Commissioning

The operational testing commencing either with the introduction into the **Contract Works** of feedstock or other materials for processing or handling or when supply to a system commences.

Commissioning does not include any processes involving chemical action or reaction unless **We** give **Our** prior written consent.

Completed Operations

Where all operations to be performed by or on **Your** behalf under any contract to be carried out away from premises owned by or leased to **You** are completed by **You**. For the purpose of this definition, operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency but which are otherwise complete shall also be deemed to be completed.

Construction Period

The period commencing from the later of:

i) the date specified in the **Schedule**; or

ii) the unloading of materials at the **Contract Site**; or

iii) the date of commencement of **Contract Works** at the **Contract Site**.

And finishing upon the earlier of:

ii) the date specified in the **Schedule**; or

iii) the date that a certificate of completion or taking over certificate is issued; or

iv) the date of substantial completion of construction excepting minor snagging items; or

v) the date taken into use wholly or partially by the **Employer** or a party authorised by them; or

vi) any other date agreed by **Us** in writing;

and, if necessary, for a further fifteen day period where the **Contractor** is required to insure under the terms of the **Contract**.

Contract Value

The awarded value of the **Contract Works** including the value of **Free Issue Materials** and all other costs associated with the completion of the **Contract**.

Contract Works

The permanent works undertaken in the performance of the **Contract** and allocated to or incorporated in the works including **Temporary Works** and **Free Issue Materials** but excluding:

a) prototypical experimental untried or unproven works or machinery;
b) Own Plant or Hired In Plant;
c) Employees Effects;
d) Temporary Buildings.

Contractor

The party undertaking the **Contract Works** on behalf of the **Employer**.

Contractors Plant

The tools tackle plant and equipment belonging to **You** or for which **You** are responsible under a hire purchase or lease agreement.

Damage, Damaged

Sudden accidental unforeseen and unintended physical loss or damage to insured property covered under Section C.

Employer

The principal to the **Contract**.

Free Issue Materials

Materials supplied by the **Employer** or their agents for which **You** are responsible under the terms of the **Contract** and the value of which is stated in the **Schedule**.

Where **Free Issue Materials** are insured under this section, such materials are subject to specific declaration and premium charge at the agreed rate on contract works exposure.

Hired in Plant

The tools tackle plant and equipment site huts and other temporary accommodation hired by **You** and for which **You** are responsible under the terms of their hiring agreement or otherwise and included within the **Schedule** of insured items comprising the **Hired In Plant** sum insured. **Hired in Plant** does not include plant on hire purchase or subject to a lease agreement or on free loan.

Maintenance or Defects Liability Period

The period:

i) commencing immediately upon cessation of the **Construction Period**;
ii) for the period specified in the **Schedule;** or
iii) if no period is specified in the **Schedule**, the date specified in the **Contract** up to a maximum of 365 days.

Own Hand Tools, Employees Tools & Personal Effects

Hand Tools and personal effects belonging to **You** & **Employees** excluding motor vehicles, precious metals or stones, watches, jewellery, money or phones.

Own Plant

Contractors' plant the property of the **You** or on hire purchase or free loan or leased to **You** comprising all types of contractors' plant including scaffolding **Temporary Buildings** and their contents or as more specifically described in the Schedule

Temporary Buildings

Site huts and other temporary accommodation and their contents (other than computer or other data processing equipment) belonging **You** and for which **You** are responsible under a hire purchase or lease agreement.

Temporary Works

Structures and their materials that are necessary for access to or support of the works and will:

a) be removed from the contract site on or before the date of completion of the works;
b) not normally be used again in connection with other Contracts.

Testing

The application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load.

Working Period

The period spent at the **Contract Site** undertaking the **Business** activities

Sub-Section C1: Contract Works

Insuring Clause

We shall indemnify **You** in respect of **Damage** to the **Contract Works** described in the **Schedule** anywhere in the **Territorial Limits** occurring during the **Period of Insurance**:

a) during the **Construction Period**;
b) during the **Maintenance or Defects Liability Period**:
    i) from a cause originating during the **Construction Period** which manifests itself as **Damage** during the **Maintenance or Defects Liability Period**; or
    ii) caused by the **Contractor** in the course of any operations they carry out at the **Contract Site** for the purpose of remedying any defects in the **Contract Works** or otherwise fulfilling the maintenance obligations under the terms of the **Contract**.

Limit of Liability

Our total liability under this Sub-section C1 in respect of any one accident or series of accidents arising from one **Occurrence** of **Damage** shall not exceed the lesser of:

a) the **Contract Value** plus any amounts shown in the Sub-section C1Extensions below; or
b) the Total Sum Insured stated in the **Schedule.**

If the value of any insured Contract (including the value of **Free-issue Materials**) increases after its commencement to an amount in excess of the Sum Insured shown in the **Schedule** the Sum Insured shall be automatically increased by up to twenty per cent in respect of any such Contract

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided **You** shall pay such additional premium as may be required by the **Insurers** which additional premium shall be disregarded for the purpose of any adjustment of premium under this **Policy**.

Sub Section C1 Extensions

Sub Section C1 is extended to cover payment due to:

Demolition/removal of debris

The cost necessarily and reasonably incurred by **You** in:

a) removing debris;
b) dismantling or demolishing;
c) shoring up or propping;

following **Damage** for which **We** have admitted liability.

The maximum amount **We** will indemnify **You** for under this extension is 10% of the **Contract Value**, maximum GBP100,000, or as otherwise stated in the **Schedule.**

Expediting Expenses

The additional cost of overtime weekend and shift working payments plant hire charges express delivery including airfreight necessarily and reasonably incurred in expediting repair replacement or rectification following **Damage** for which **We** have admitted liability but excluding any cost solely to expedite the completion of any construction or installation of undamaged property.

The maximum amount **We** will indemnify **You** for under this extension is 5% of the **Contract Value**, maximum GBP50,000 or as otherwise stated in the **Schedule**.

Fire Brigade costs

The cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of

Damage for which **We** have admitted liability.

The maximum amount **We** will indemnify **You** for under this extension is 5% of the **Contract Value**, maximum GBP50,000, or as otherwise stated in the **Schedule**.

Increase in costs during construction or reconstruction

a) any increase in construction costs;
b) any variations to the **Contract Works** agreed between the **Employer** and main contractor;

which are incurred as a result of **Damage** and are necessary to ensure the **Damaged** property is repaired or rebuilt to the same or a similar standard as at immediately prior to the **Damage**.

The maximum amount **We** will indemnify **You** for under this extension is 5% of the **Contract Value**, maximum GBP50,000, or as otherwise stated in the **Schedule**.

Inland Transit

Damage to insured property whilst in **transit**, including loading and unloading, provided that;

a) the **transit** takes place solely within the **Territorial Limits**;
b) the insured property belongs to **You**;
c) the insured property is specifically designated to form part of the **Contract Works**.

The maximum amount **We** will indemnify **You** for under this extension is 10% of the **Contract Value**, maximum GBP100,000, or as otherwise stated in the **Schedule**.

Machinery Breakdown

Damage to new and unused machinery not otherwise excluded hereunder forming part of the **Contract 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**.

Offsite Storage

Damage to insured property specifically designated to form part of the **Contract Works** while in store at any location within the **Territorial Limits** for a period not exceeding 3 months provided that such materials are ready to be delivered to the **Contract Site** at the time of the **Damage**.

The maximum amount **We** will indemnify **You** for under this extension is 10% of the **Contract Value**, maximum GBP100,000, or as otherwise stated in the **Schedule**.

Plans and Drawings

The cost of materials and labour necessarily incurred to restore plans drawings and other documents held at the contract site following loss or damage for which **We** have admitted liability.

The maximum amount **We** will indemnify **You** for under this extension is GBP10,000, or as otherwise stated in the **Schedule**.

Principals indemnity

any Principal in a like manner to **You** where required by the conditions of the **Contract** in respect of Contracts undertaken in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man only

Professional fees

Architects surveyors consulting engineers or other professional fees in accordance with those authorised by the appropriate professional body necessarily incurred in the reinstatement of the **Contract Works** following **Damage** for which **We** have admitted liability but not the cost of preparing a claim under this **Policy**.

The maximum amount **We** will indemnify **You** for under this extension is 5% of the **Contract Value**, maximum GBP50,000, or as otherwise stated in the **Schedule**.

Public Authority Costs

The additional cost of reinstatement of the **Contract Works** following **Damage** for which **We** have admitted liability incurred solely to comply with building or other regulations under any Act of Parliament or with bylaws of any municipal local or European authority, provided that:

a) **We** shall not be liable for the cost incurred in complying with any of the regulations or by-laws:
    i) under which notice has been served on **You** prior to the occurrence;
    ii) in respect of undamaged **Contract Works**;
b) reinstatement must be started and carried out without unnecessary delay and must be completed within twelve months following the **Damage** unless agreed by **Us** in writing.

The maximum amount **We** will indemnify **You** for under this extension is 5% of the **Contract Value**, maximum GBP50,000 or as otherwise stated in the **Schedule**.

Show Homes & Contents

Show houses and flats and the contents in them until sold provided that

a) cover will end no later than 3 months from the date the last building on the Contract site reaches **Completed Operation**
b) during the months of October, November, December, January, February and March all water systems will be put into effective operation to maintain the internal temperature at a minimum of 4 degrees centigrade
c) whenever the show house and/or flats are left unattended, the following security measures must be put into full and effective operation by **You**
    i) external timber doors must be secured with a mortice deadlock which has 5 or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate installed in accordance with the manufacturers recommendations
    ii) external aluminum doors or UPVC doors must be secured with integral cylinder key operated mortice deadlocks conforming to EN 1303
    iii) all opening windows must be secured with key operated window locks, installed in accordance with the manufacturers recommendations
d) Our liability for
    i) The contents of show houses or flats will not exceed 5% of the **Contract Value**
    ii) The show house or flats will not exceed the **Contract Value**

For the purpose of this cover the term unattended will mean when sales personnel are not either

i) Showing prospective clients around the show house or flat
Or
ii) In an adjacent sales office

Speculative building

property being built or erected by the **You** other than under **Contract**. In respect of such property cover shall cease to apply from:

a) the date such property is sold or let or
b) 180 days after the date of Completion of the work of building or erecting the last property on the **Contract Site**

whichever is the earlier

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

Sub –Contractors Cover

The following where **You** undertake a **Contract** under a Standard Form of Building Contract.

In respect of **Damage** to the property insured by any of the Specified Perils defined in the **Contract** it is agreed that so far as if required by the sub-contract **We** will not pursue any rights of subrogation against sub-contractors directly engaged by **You**.

Provided that the sub-contractor observes, fulfils and is subject to the terms, exclusions and conditions of this **Policy** as though they were **You**

Sub Section C1 Exclusions

Sub Section C1does not cover **Damage** to cost of or legal liability for or in consequence of:

Defective Condition

Damage to and the cost necessary to replace repair or rectify:

a) 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;
b) insured property **Damaged** to enable the replacement repair or rectification of insured property excluded by a) above.

Paragraph 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 **Policy** and not merely this Exclusion the insured property shall not be regarded as **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.

Machinery Breakdown

Damage to any part of the **Contract Works** caused by its own electrical or mechanical breakdown or explosion other than provided for under Extension 2 above. However, we will pay for **Damage** to any surrounding part of the **Contract Works** which is **Damaged** as a result.

Lack of contractual responsibility

Damage for which **You** or any other insured party is not responsible under the terms of the **Contract**.

Cessation of work

Damage caused directly or indirectly by cessation of work at the **Contract Site** for any reason other than normal performance of the **Contract Works.** This exclusion shall apply entirely where works have ceased at the **Contract Site** for a continuous period of 90 days or more.

Existing structures

Damage to any property forming or which has formed part of any existing structure at the **Contract Site** prior to the commencement of the **Contract** (or Speculative Building as provided for by Extension applicable to sub-section 1)

Normal upkeep

The cost of normal upkeep or normal making good

Non-ferrous metals

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

a) an authorised e**mployee** or agent of **Yours** is actually on site or
b) such property is contained in a securely locked hut or building.

Sub Section C1 Conditions

1. If the development or discovery of a defect in any part of the **Contract 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 **Contract Works** insured under this **Policy** at **Your** own expense or alternatively bear the cost of all **Damage** arising out of the defect.
2. For the purpose of interpreting the application of General Exclusion 1 Excess - **Damage** to insured property at any one location by storm tempest or flood in one continuous period of ninety six hours shall be dealt with as one accident or series of accidents arising from one **Occurrence**.
3. This insurance applies to **Damage** occurring during the **Period of Insurance** to **Contracts** that are current at the start of, or commence during, the **Period of Insurance**.

   Our liability shall cease:

   a) at the end of the **Period of Insurance** if this insurance is not renewed; or
   b) immediately upon cancellation of this insurance whichever is earlier.

Sub-Section C2: Employees Tools & Personal Effects Insuring Clause

We shall indemnify **You** in respect of **Damage** to **Own Hand Tools**, **Employees Tools & Personal Effects** within the **Territorial Limits** where **Damage** occurs during the **Period of Insurance**.

Limit of Indemnity - Our limit of liability shall not exceed the sums stated in the **Schedule**

Exclusions

1. The first £100 of each and every claim or otherwise shown in the **Schedule**
2. **Damage** due to:
   a) Wear, tear, gradual deterioration, mildew, vermin, damp, rust, corrosion or other gradually operating cause
   b) Exposure to weather conditions or any moveable Tools and Equipment in the open or in open sided buildings
3. **Damage** due to mechanical derangement or breakdown of any Tools or Equipment including **Damage** to any Tools and Equipment as a result of such derangement or breakdown
4. **Damage** to any part of any electrical **Own Hand Tools, Employees Tools & Personal Effects** directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over running, but **Damage** to any other part of such **Own Hand Tools, Employees Tools & Personal Effects** or to other **Own Hand Tools, Employees Tools & Personal Effects** by spread of fire therefrom is not excluded
5. **Damage** as the result of any adjustment or interference with any component part of any **Own Hand Tools, Employees Tools & Personal Effects**
6. **Damage** to any process of cleaning, repairing or maintenance or due to faulty workmanship or faulty materials
7. **Damage** to:
   a) Any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act, but this exclusion shall not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the **Damage** is being carried to or from such site
   b) Tyres by application of brakes or by puncture, cuts or bursts
8. **Damage** due to delay, confiscation, requisition, embargo, nationalisation by order of government or public authority

9. Loss of use, monetary devaluation or any other consequential loss
10. **Damage** due to theft or any attempt threat of **Own Hand Tools, Employees Tools & Personal Effects** other than:
    a) Theft involving entry to or exit from a locked building or from a locked vehicle which is contained in a locked building or in a guarded security compound, by forcible and violent means occurring outside the **working period**
    b) Theft from a locked building or vehicle by forcible and violent means occurring during the **working period**
    c) A limit of £1,000 in respect of any one incident involving theft or any attempt threat from a vehicle whilst parked on **Your** ~~private~~ residential driveway or an **Employees** residential driveway by forcible and violent means
11. Unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory, loss resulting from **You** voluntarily parting with the title of possession of any **Own Hand Tools, Employees Tools & Personal** if induced so by deception
12. **Damage** to **Own Hand Tools, Employees Tools & Personal Effects** let out on hire

Sub-Section C3: Own Plant

Insuring Clause

We shall indemnify **You** in respect of **Damage** to:

a) Own Plant; and
b) Temporary Buildings anywhere in the Territorial Limits;

or where Damage occurs during the Period of Insurance.

However, where **Contractors Plant** or **Temporary Buildings** have been loaned or hired out insurance under Sub-Section C3 is conditional on the terms of the loan or hire:

i) being no less onerous than the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association; and
ii) applying during **transit** to and while at the site until returned to or collected by **You**.

Limit of liability

Our liability shall not exceed:

1. in respect of Contractors Plant and Temporary Buildings:
    a) the **Limit of Liability** shown in the **Schedule**, provided that **Our** liability for any individual item of insured property shall not exceed the market value of the item at the time of the loss or **Damage**, and in addition;
    b) any amounts shown in the Extensions.
2. In respect of **Employees Effects Our** liability for any individual **Employee** shall not exceed GBP1,000 in respect of any one **Occurrence** of loss or **Damage** or as stated in the **Schedule**,

Sub Section C3 Extensions

Sub-Section C3 is extended to cover:

1. The cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the insured property following **Damage** due to theft or attempted theft for which **We** have admitted liability, provided that:

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

b) the excess as stated in the schedule shall not apply to this Extension.

The cost incurred in replacing the lock cylinder of any security device permanently fitted to any insured property following **Damage** to the keys operating the security device, provided that:

a) **Our** liability shall not exceed GBP1,000.

b) the excess as stated in the schedule shall not apply to this Extension.

The cost incurred in repair investigations and tests by consulting engineers following **Damage** to insured property for which **We** have admitted liability, provided that:

a) **Our** prior written agreement has been obtained;

b) **Our** liability does not exceed GBP25,000 during any one **Period of Insurance**;

c) **We** shall not be liable under this Extension for any cost incurred in preparing a claim under this **Policy**.

the costs necessarily and reasonably incurred by **You** to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

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

b) **We** shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant

c) **We** shall not be liable under this extension in respect of the cost of recovering plant situated underground

Sub Section C3 Exclusions

Sub Section C3 does not cover cost of or legal liability for or in consequence of **Damage**:

1. to insured property caused by its own electrical or mechanical breakdown or its own explosion;
2. to cutting edges faces machine tools trailing cables flexible pipes driving belts and chains or conveyor bands and other expendable items unless accompanied by **Damage** to the complete item;
3. caused by materials processed or treated by the insured property or foreign bodies entering the insured property with the materials;
4. to tyres by the application of brakes or by punctures cuts or bursts;
5. the cost of:

   a) maintenance;

   b) rectification of faulty workmanship occurring during the execution of repairs ;but not damage resulting from a) or b) unless otherwise excluded;

   c) **Damage** caused by the direct application of tools.

caused by or arising during;

a) 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 BS7121 including any subsequent amendments or revisions;

b) overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

caused by:

a) wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure;

b) gradually developing flaws or fractures which do not necessitate immediate stoppage; but we will cover **Damage** resulting from a) or b) unless otherwise excluded.

occurring during sea or air **transit**.

Sub-Section C4: Hired in Plant Insuring Clause

We shall indemnify **You** in respect of **Your** legal liability under the terms of their hiring agreement or otherwise to pay:

a) compensation for **Damage** to **Hired In Plant** anywhere in the **Territorial Limits** during the **Period of Insurance**;

b) continuing hire charges as a result of **Damage** to **Hired In Plant** for which indemnity is provided by a above.

In addition **We** will pay all legal expenses for which **You** may be liable where legal proceedings have been defended with **Our** written consent.

However, **Our** liability under this Sub-Section for:

i) **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;

ii) **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 **Policy**.

Limit of Liability

Our liability in respect of any one accident or series of accidents arising from one occurrence of **Damage** shall not exceed the sums insured stated in the **Schedule**.

Sub-Section C4 Extensions

Sub-Section C4 is extended to cover:

1. the costs necessarily and reasonably incurred by **You** to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

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

b) **We** shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant

c) **We** shall not be liable under this extension in respect of the cost of recovering plant situated underground

Sub-Section C4 Exclusions

Sub Section C4 does not cover cost of or legal liability for or in consequence of **Damage**:

1. to tyres by the application of brakes or by punctures cuts or bursts.
2. caused by or arising during;

a) 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 BS7121 including any subsequent amendments or revisions;

b) overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

3. occurring during **transit** by sea or air.

Exclusions applicable to all Sub-Sections under Section C

Section C does not cover **Damage** to cost of or legal liability for or in consequence of:

Abandonment

Abandonment of any items of insured property howsoever caused

Excess

The amounts stated in the **Schedule** as the Excess in respect of each and every occurrence for which **You** are indemnified by this **Policy**.

Gradual Deterioration

Damage due to wear and tear erosion corrosion oxidation vermin gradual deterioration or any other gradually developing cause resulting from ordinary work use or exposure. However, **We** will pay for **Damage** to any surrounding part of the **Contract Works** that suffers **Damage** as a result.

Inventory Loss or Unidentifiable Occurrence

Damage to insured property:

a) by its disappearance or by shortage if the disappearance or shortage is only revealed when an inventory or stock take is made;

b) due to it being stolen or otherwise missing unless the **Damage** is identifiable by **You** with a specific occurrence which has been the subject of notification under the terms of the claims conditions and which has been reported to the Police.

Money Legal or Promissory Documents

Any claim for deeds bonds bills of exchange promissory notes cash bank notes treasury notes cheques postal orders stamps or securities.

Motor Vehicles

Any claim relating to mechanically propelled vehicle or an attached trailer. This Exclusion does not apply to any vehicle that is:

a) not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation; or

b) designed or adapted primarily for use as a tool of trade.

Multiple Lifting Operations

Arising out of any lifting or lowering operation in which a load is shared between two or more machines unless **Our** prior written consent has been obtained.

Pollution

Loss or **Damage** caused by pollution or contamination other than loss of or damage to the Property Insured caused by pollution or contamination.

Pre-existing Damage

Damage that occurred to insured property prior to the commencement of this **Policy**.

Other Consequential Losses

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for by this **Policy**.

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.

Specialised Plant

Any claim relating to:

a) vessel craft vehicle or device designed to float on in or travel under or through water air or space;
b) marine rig or marine platform;
c) equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

Willful act

Loss of or **Damage** caused by a willful act or willful neglect carried out by **You**.

Water table level

Loss of or **Damage** attributable solely to a change in the water table level.

Section C – Basis of settlement

We will indemnify **You** as follows:

1. For **Damage** which can be repaired – the cost of repairs necessary to restore the **Damaged** property to its condition immediately prior to the **Damage** occurring, less any salvage; or
2. For a total loss – the actual value of the **Damaged** property immediately prior to the **Damage** occurring, less any salvage,

Provided that:

a) all **Damage** that can be repaired is repaired, save for **Damage** which is a total loss, and
b) **Damaged** parts are repaired or replaced using materials comparable to those originally used for the **Contract Works** and are available at the time of **Damage** occurring, and
c) **Our** liability will only attach upon receipt of the invoices and statements which confirm, to **Our** satisfaction, that the repairs have been effected or reinstatement has taken place; and
d) **We** will only be liable to indemnify **You** for provisional repairs if such repairs constitute part of the final repairs and do not increase **Our** total liability should the provisional repairs not have been necessary.

Subject to the Extensions within Section C, in no circumstances will **We** be liable to indemnify **You** under for any amount which:

a) was incurred by **You** following the initial commencement of the **Damage** occurring; or
b) is in excess of the sum insured for the **Contract Works** shown in the **Schedule**; or
c) is in excess of the total limit of liability as defined within each sub-section above; or
d) in **Our** opinion constitutes an alteration and/or addition and/or improvement to the **Contract Works** compared to how they were immediately prior to the **Damage** occurring.

Conditions Applicable to Section C

Reinstatement of Sum Insured

We agree to reinstate each sum insured by the value of the claim paid provided that **You** pay any additional premium required by **Us** for such reinstatement.

Inspection

We are entitled to inspect the insured property at any time subject to **Us** providing **You** with reasonable notice of inspection. If required by **Us**, **You** must provide **Us** with any reasonable information before, during or after such inspection.

Joint Code of Practice

In respect of all **Contracts** for which the estimated Contract price is £2,500,000 or more, the **You** undertake to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation hereinafter referred to as The Joint Code.

For the purpose of The Joint Code if the estimated Contract price exceeds £20,000,000 it shall be deemed to be a Large Project.

The appointed representative of the **Insurers** shall have the right at any time mutually agreed with **You** to enter and inspect the **Contract Site** for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

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

Where **We** consider such a breach is of sufficient importance **We** may confirm the same by notice in writing (the Notice) to the employer and the main/management contractor and the first named party forming the Insured when this is not the employer or the main/management contractor at their respective addresses nominated by **You** at the inception of cover or as subsequently amended.

Under the terms of this or any subsequent notice **We** may suspend or cancel all cover at the Contract Site concerned from the date named in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension such cover shall be reinstated when **We** are satisfied that the Remedial measures have been completed. Such Notice shall be given by registered post recorded delivery email transmission or by hand.

This Condition shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice waive or remove **Our** rights under the terms of this Policy.

In the event of cancellation only We agree to return to You a pro-rata proportion of the relevant part of the Policy premium.

SECTION D – PROFESSIONAL INDEMNITY

Definitions - must be read in conjunction with the General Definitions.

Circumstance

any circumstance, incident, occurrence, fact, matter, act, omission, state of affairs or event which is likely to give rise to a claim against **You** or a claim by **You** under the **Policy**

Computer system

Any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of Your electronic communications system, world-wide web site, internet site, intranet site, extranet site or web address(es)

Damages

Monetary relief

Defence costs and expenses

All reasonable costs and expenses incurred, with **Our** prior written consent, in the investigation, defence and settlement of any claim first made against **You** or of any **Circumstance** first notified during the **Period of insurance**. It does not include **Your** own overhead costs and expenses.

Documents

Digitised data, information recorded or stored in a format for use with a computer, microcode, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper).

Excess

The first amount paid in respect of each claim and shall be (save where stated otherwise) the amount stated in the **Schedule**. The **Excess** is not payable in respect of **Defence costs and expenses**.The **Indemnity limit** is additional to the **Excess**.

Financially associated person or entity

shall mean:

a) any business controlled or managed by **You** or in which **You** have an executive interest;
b) any company in which **You** directly or indirectly own or control more than 15% of the issued share capital;
c) any person having an executive or managerial role in **You** or who would be considered to be a shadow director (as defined in s.251 of the Insolvency Act 1986) of **Yours**;

d) any company that directly or indirectly owns or controls any of the issued share capital of **Yours** or any of whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital of **Yours**.

Indemnity limit

means the maximum payable by **Us** for each claim in respect of Damages and claimant's costs and Defence costs and expenses as stated in the **Schedule** provided always that **Our** total liability to pay Damages and claimant's costs and Defence costs and expenses shall not exceed in all cases the sum stated in the **Schedule** in the aggregate for all claims first made during the **Period of Insurance.**

If more than one person is entitled to an indemnity under the terms of this Policy then the **Our** total liability to all such persons shall not exceed the **Indemnity limit.**

Jurisdiction

means the jurisdiction stated in the Schedule. Where no jurisdiction is stated in the schedule then the

Jurisdiction shall be Worldwide but excluding the United States of America (including its territories and /or possessions) and Canada.

Professional services

is the performance of any:

a) design or specification;
b) supervision of construction or installation works;
c) feasibility study;
d) technical calculation;
e) surveying;

Professional services shall not include the supervision by **You** of **Your** own work, the work of any **Financially associated person or entity** or the work of its building or engineering sub-contractors where such supervision is undertaken in its capacity as building or engineering contractor.

Virus

shall mean any unauthorised executable code uploaded to, or replicated through, a **Computer system** or network whether termed a virus or known by any other name and whether it is self-replicating or non-replicating which causes damage or loss to data or the **Computer system**.

You/Your

any person or firm stated in the schedule and includes any current or previous partner, director, principal, member or **Employee** of any firm or company stated in the schedule and any other person who becomes a partner, director, principal, member or **Employee** of the **Business.**

Insuring Clauses

In consideration of the premium having been paid to **Us, You** are indemnified, up to the **Indemnity limit**, as follows:

Indemnity

For **Damages** and claimant's costs for which **You** are legally liable to pay together with **Defence costs and expenses** resulting from claims first made against **You** during the **Period of insurance** and arising out of the performance of any **Professional services**, in consequence of:

i) any negligent act error or omission by **You**;

ii) any negligent act error or omission of any specialist designers, consultants or sub-contractors of **Yours** provided that the rights of recourse against such specialist designers, consultants or sub-contractors have not been waived or otherwise impaired;

iii) any negligent act error or omission of any specialist designers, consultants or sub-contractors for whom has assumed liability under a novation agreement provided that:

1. **You** have undertaken a satisfactory due diligence exercise;
2. the novation agreement includes a full indemnity in favour of **You** in respect of any liability **You** may incur for any and all pre-novation services undertaken by such specialist designers, consultants or sub-contractors or **Your** contract with its employer expressly excludes **Your** liability for any and all pre-novation services undertaken by such specialist designers, consultants or sub-contractors;
3. rights of recourse against such specialist designers, consultants or sub-contractors have not been waived or otherwise impaired;
4. no indemnity shall be provided in relation to any claim arising out of any circumstances of which the **You** were, or ought reasonably to have been aware at the time such liability was assumed.

iv) failure by **You** to warn any client or clients of any inadequacy or deficiency (alleged or otherwise) in any design, specification or formula supplied by the client.

v) libel or slander or defamation;;

vi) unintentional breach of confidentiality or other invasion, misuse of private information, infringement or interference with rights of privacy or publicity including false light and the public disclosure of private facts including misuse of any information which is either confidential or subject to statutory restrictions;

vii) unintentional infringement of intellectual property rights except patents;

viii) the loss of or damage to **Documents.**

Costs for prosecuting infringement of Your intellectual property rights

Up to a maximum of GBP 25,000 in the aggregate in the **Period of insurance**, for the reasonable and necessary costs and expenses incurred by **You**, with **Our** prior written consent, in the pursuance of any claim first made by **You** against a third party during the **Period of insurance**, for infringement of intellectual property rights first discovered by **You** during the **Period of insurance** where the ownership of such rights is vested in **Yours.**

For the purposes of this Insuring Clause **We** will only give prior consent where **You** have provided, at **Your** own expense, an opinion from a solicitor, barrister or suitably qualified intellectual property agent evidencing the existence of **Your** intellectual property rights, the infringement of those rights, a measurable loss and a reasonable prospect of success.

Our total liability under Insuring Clauses 2), 3), 4) and 7) shall not exceed GBP 100,000 in the aggregate in the **Period of insurance** and **We** shall have no liability to pay for **Your** own costs and expenses.

Costs of criminal proceedings

For legal costs and expenses incurred with **Our** prior consent in the defence of any proceedings brought under the prevailing listed building, building regulation or health and safety legislation and any applicable orders or regulations made pursuant to that legislation or any applicable codes of practice or procedures issued by any governing body concerned with health and safety provided always that:

i) the act, error or omission giving rise to the proceedings shall have been committed by **You** in the performance of any **Professional service**;
ii) **We** shall be entitled to appoint solicitors and counsel to act on behalf of **You**;
iii) **We** shall have no liability to pay costs incurred subsequent to a plea or finding of guilt on the part of **You**, or in the event that Counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable;

Our total liability under Insuring Clauses 2), 3), 4) and 7) shall not exceed GBP 100,000 in the aggregate in the **Period of insurance** and **We** shall have no liability to pay for **Your** own costs and expenses.

Costs for representation

For all reasonable and necessary legal costs incurred by **You** with **Our** prior written consent for representation at any inquiry or other proceeding which has, in **Our** sole opinion, a direct relevance to any claim, **Circumstance** or event which could form the subject of indemnity under this Policy. For the avoidance of doubt Costs for Representation cover does not apply to Insuring Clause 2.

Our total liability under Insuring Clauses 2), 3), 4) and 7) shall not exceed GBP 100,000 in the aggregate in the **Period of insurance** and **We** shall have no liability to pay for **Your** own costs and expenses.

Collateral warranties

Up to the **Indemnity limit** for claims first made against **You** during the **Period of insurance** for which **You** are legally liable to pay **Damages** and claimant's costs together with **Defence costs and expenses** and arising out of the performance of any **Professional service** in consequence of or arising from entering into any collateral warranty, duty of care agreement or any similar agreement provided that, in so doing, **You** do not make yourself liable:

i) to provide a level of service or produce a result beyond the scope of any duty that would otherwise be implied by common law or statute; or
ii) to any greater extent or for any longer a period than is the case under the agreement with the person or party with whom **You** originally contracted to perform the same work; or
iii) under any financial guarantee, for any contractual penalty or for liquidated damages.

Mitigation of loss

Up to the **Indemnity limit** for reasonable costs and expenses incurred with **Our** prior consent in respect of any action taken to mitigate or avoid a loss or potential loss prior to practical completion that otherwise would be the subject of a claim under this **Policy**.

Data protection defence costs

Up to a maximum of GBP 100,000 in the aggregate in the **Period of insurance**, in respect of legal costs and expenses incurred with **Our** prior written consent in the defence of any criminal proceedings brought against **You**, during the **Period of insurance** under The Data Protection Act or amending or superseding legislation provided always that:

i) the act, error or omission giving rise to the proceedings shall have been committed by **You** in the performance of any **Professional service**;
ii) **We** shall be entitled to appoint solicitors and counsel to act on behalf of **You**;

iii) **We** shall have no liability to pay costs incurred subsequent to a plea or finding of guilt on the part of **You**, or in the event that Counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

For the avoidance of doubt the indemnity provided under Insuring Clauses 2), 3), 4), and 7) is not additional to and shall not increase the **Indemnity limit**.

SECTION D – Exclusions

We shall not be liable to indemnify **You** against any claim:

Employers liability

arising directly or indirectly from bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any **Employee** arising out of or in the course of their employment by **You**, or for any breach of any obligation owed by **You** as an employer to any partner, principal, director, member or **Employee** or applicant for employment;

Bodily injury/property damage

for bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless such claim arises out of negligent design, specification, survey or any other activity as stated in the Schedule under Other Activities;

Land buildings etc.

arising directly or indirectly from the ownership, possession or use by or on behalf of **You** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

Dishonesty

arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of **You** or any **Employee,** except as covered by Insuring Clause 1 e);

Contractual liability

arising directly or indirectly from any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by **You** to any third party but only to the extent that such duty is more onerous than any duty that would otherwise be implied by common law or statute, except as covered by Insuring Clause 5;

Products

arising out of or relating to:

i) goods or products sold, supplied, repaired, altered, manufactured, installed or maintained; or
ii) buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished;

by **You** or any **Financially associated person or entity** or sub-contractor of **Yours** unless such claim is the direct consequence of any negligent act, error or omission arising out of the performance of any **Professional service**.

Insolvency/bankruptcy of You

arising out of or relating directly or indirectly to the insolvency, liquidation, receivership or bankruptcy of **You**;

Seepage and pollution

based upon, arising out of or relating directly or indirectly to, in consequence of or in any way involving seepage, pollution or contamination of any kind;

Claims or Circumstances known at inception

arising directly or indirectly from any claim or **Circumstance** of which **You** were, or ought reasonably to have been, aware prior to inception of this Policy, whether notified under any other insurance or not;

Other insurance

in respect of which **You** are, or but for the existence of this Policy would be, entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance;

Territorial limits

in respect of work carried out outside the **Territorial Limits** stated in the **Policy**;

Legal action

in respect of an action for **Damages:**

i) brought outside the **Jurisdiction** (including the enforcement within the **Jurisdiction** of a judgment or finding of another court or tribunal that is not within the **Jurisdiction**);
ii) in which it is contended that the governing law is outside the **Jurisdiction**;
iii) brought outside the **Jurisdiction** to enforce a judgment or finding of a court or other tribunal in any other jurisdiction;

Fines and penalties

for penalties, fines, multiple, exemplary, liquidated or other non-compensatory **Damages** awarded other than in actions brought for libel, slander or defamation in so far as they are covered by this **Policy**;

Claims by financially associated persons or entities

made against **You** by any **Financially associated person or entity** whether alone or jointly with any other person or entity. However, this exclusion shall not apply to any claim brought against such **Financially associated person or entity** by an independent third party which would, but for this exclusion, be covered by this **Policy**;

Retroactive date

made by or against or incurred by **You** arising from any act or omission or originating cause that occurred prior to the Retroactive date stated in the **Schedule**;

Radioactive contamination or explosive nuclear assemblies

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

i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

Excess

for the amount of or less than the **Excess.** The **Excess** shall be deducted from each and every claim paid under this **Policy**;

War

arising directly or indirectly out of, happening through or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

Terrorism

arising directly or indirectly out of, happening through or in consequence of any act or acts of force or violence for political, religious or other ends directed towards the overthrowing or influencing of any government, or for the purpose of putting the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation.

In the event of any dispute as to whether or not this exclusion applies **You** shall have the burden of proving that this exclusion does not apply;

Asbestos

arising directly or indirectly out of or resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity;

Other appointments

made against **You** in the capacity as:

i) director or officer of **Yours** or any other company or arising out of the management of **Yours** or any other company; or
ii) trustee of any trust, officer or employee of any pension fund or any other employee benefit scheme, whether for the benefit of members or **Employees** of **Yours** or otherwise;

Trading losses

arising out of:

i) any trading loss or trading liability incurred by any business managed or carried on by **You** (including the loss of any client account or business);
ii) loss caused by **You** in consequence of a share or asset sale to any prospective purchaser, associated business, merger partner, joint venture partner or similar because of any misstatement or misrepresentation made by **You**;
iii) the actual or alleged over-charging or improper receipt of fees by **You**;

Virus

arising directly or indirectly from any **Virus**;

Patents

arising directly or indirectly from the infringement of any patent;

Project partnering

arising out of or in respect of work carried out by any project partnership of which all or any of **You** form part unless the claim or loss emanates from the acts or omissions of **You**;

Joint ventures

arising out of or in respect of work carried out by or in the name of a consortium of professional people or firms or other association formed of which all or any of **You** form part for the purpose of undertaking any joint venture or any other profit-sharing arrangement unless the claim or loss emanates from the acts or omissions of **You**;

Valuation reports

arising from any valuation report prepared by or on behalf of **You** except for the purpose of certifying payments due to contractors or measuring quantities;

Insurance, finance and costs

arising directly or indirectly out of or in any way connected with:

i) the arranging or maintenance of insurance, sureties or bonds or the provision of finance or advice on financial matters;
ii) estimates of construction costs;

Workmanship

arising directly or indirectly from or relating to:

i) defective workmanship;
ii) defective or deleterious materials;
iii) manual labour operations;

Deliberate acts

arising directly or indirectly from any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by **You**, except as covered under Insuring Clause 1e);

Claims by Employees

made against **You** by any present or former **Employee**

SECTION D – SPECIAL NOTIFICATION CONDITIONS

Special Notification Conditions

You shall, as a condition precedent to Your right to indemnity under this Policy, comply with the Special Notification Conditions below, with Us only being liable to indemnify You in respect of any notification(s) made to Us during the Period of insurance.

For the purposes of these Special Notification Conditions Adjudication notice shall mean any adjudication notice pursuant to contract (including a "Notice of Adjudication" and/or "referral notice" pursuant to the Scheme For Construction Contracts (England & Wales) Regulations 1998 and/or the Scheme For Construction Contracts (England & Wales) Regulations 1998 (Amendment) (England) Regulations 2011 and/or The Scheme for Construction Contracts (Scotland) Regulations 1998) and "adjudication" and "adjudicator shall be construed in that context:-

1. You shall give the Us written notice within 2 working days of:
   a) the receipt of any such Adjudication notice;
   b) the receipt of any indication, whether in writing or otherwise, of an intention on the part of any party to serve You with an Adjudication notice;
   c) becoming aware of circumstances in which the commencement of an adjudication involving You is likely.
   This notice must be given during the Period of insurance.
2. You must promptly supply Us with all details relating to any references to adjudication, including copies of all documentation made available to You.
3. You must:
   a) allow Us to appoint advisors and to have conduct of the adjudication as they deem appropriate;
   b) co-operate with Us and their advisors in the conduct of the adjudication;
   c) meet any request, direction or timetable of the adjudicator;
   d) not agree to accept the decision of the adjudicator as finally determining the dispute without Our prior written consent.
4. The adjudication provisions in the Contract (if any) or otherwise applying to the Contract must:
   a) provide that the adjudicator must be independent of the parties to the dispute;
   b) not allow for the adjudicator's decision to finally determine the dispute;
   c) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial or other considerations;
   d) not place restrictions upon the timing of the commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

Further condition

We shall be entitled to pursue legal proceedings, arbitration or other proceedings in the name of and on behalf of You to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the adjudicator or to stay the enforcement of any such decision, direction, award or exercise of power. You shall give all such assistance as We may reasonably require in relation to such proceedings or arbitration.

SECTION D –NOTIFICATION & CLAIMS CONDITIONS

Claim/Circumstance notification

As **conditions precedent** to **Your** right to be indemnified under this Policy **You**:

a) shall inform Us as soon as possible, and in any event within 28 days of the receipt, awareness or discovery during the Period of insurance of:-
   i) any claim made against **You**;
   ii) any notice of intention to make a claim against **You**;
   iii) any **Circumstance**;
   iv) the discovery of reasonable cause for suspicion of dishonesty or fraud.

provided always that such notification is received by **Us** before the expiry of the **Period of insurance**, or if **You** renew this Policy with **Us**, within 7 days after its expiry.

Such notice having been given as required in b), c) or d) above, any subsequent claim arising out of such notified matters shall be deemed to have been made during the **Period of insurance**;

a) shall not, in respect of any of the matters specified in 1.1a) to 1.1d) above, admit liability, make any offer for or settle any claim, or incur any costs or expenses in connection with any such claim or **Circumstance**, without **Our** prior written consent and;
b) shall, as soon as practicable given the circumstances, give all such information and assistance as **We** may require and provide **Your** full co-operation in the defence or settlement of any such claim.

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim shall be forwarded, unanswered, to **Us** immediately as they are received. **You** shall at all times, in addition to **Your** obligations set out above, afford such information to and co- operate with **Us** to allow **Us** to be able 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.

Notifications

Any and all notifications of **Circumstances** and claims for an indemnity pursuant to the policy of insurance shall be notified to HCC International Insurance Company PLC by either (a) email (b) telephone or (c) first class post.

If by email then such must be addressed to PI Claims and sent to mail@tmhcc.com
If by telephone, please dial the following number and ask for a PI claims underwriter: Telephone- +44 (0)20 7702 4700
If by post: PI Claims HCC International Insurance Company PLC The St Botolph Building, 138-139 Houndsditch, London EC3A 7BT.

Conduct of claims

Following notification under condition 1. above **We** shall be entitled at **Our** own expense to take over and within **Our** sole discretion to conduct in the name of **You** the defence and settlement of any such claim. Nevertheless neither **You** nor **Us** shall be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by **You** and **Us**) shall advise that such proceedings should be contested.

a) **We** may at any time in connection with any claim made, pay to **You** the **Indemnity limit** (after deduction of any sums already paid) or any lesser sum for which, in the sole opinion of **Us**, the claim can be settled and upon such payment being made **We** shall relinquish the conduct and control of and have no further liability in connection with the claim.

SECTION D – GENERAL CONDITIONS

Waiver of subrogation against employees

We shall not exercise any right of subrogation against any former or present **Employee**, unless the **We** have made a payment caused or contributed to by any act or omission of the **Employee** or former **Employee** which was dishonest, fraudulent or malicious or the **Employee** or former **Employee** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission.

Dishonest or fraudulent act or omission

In the event of a loss or claim which involves the dishonest, fraudulent or malicious act or omission of any former or present **Employee You** shall take all reasonable action (including legal proceedings) to obtain reimbursement from the **Employee** concerned (and from any **Employee** who may have conspired to commit or have condoned such act or omission) or from the estate or legal representatives of such **Employee**. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such **Employee** from **You** or any monies held by **You** for such **Employee** shall be deducted from any amount payable under this **Policy**.

Mergers and acquisitions

If during the Period of Insurance You:

i) purchase assets or acquires liabilities from another entity in an amount no greater than 10% of the assets of **You** as listed in its most recent financial statement; or
ii) acquires another entity whose annual revenues are no more than 10% of the annual revenues of
iii) **You** for their last completed financial year; and
iv) there is no material deviation to **Your Professional services**; and
v) prior to the acquisition of the acquired company not being aware of any professional indemnity claims or circumstances that could give rise to a claim

then this Policy shall automatically include such entity as **You** but only in respect of any act or omission occurring on or after the date of merger or acquisition unless otherwise agreed by **Us**.

Your Cancellation Rights

Cooling off Period

- **You** have the statutory right to cancel **Your Policy** within 14 days of the purchase or renewal of the contract or the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- **We** will return the premium in full if cancellation occurs within the 14 day period.
- No refund of premium will be given in the event of a claim either in whole or in part.

If You wish to cancel Your Policy after cooling off period

- **You** can cancel the **Policy** at any time, during the first 14 days and the Cooling Off Period terms above apply.
- To cancel the **Policy** after the Cooling Off Period **You** will need to contact **Your** broker who arranged the insurance for **You**.
- And the premium section of the **Schedule** does not stipulate "100% minimum & deposit", **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance,** less a deduction for any administration costs in providing this insurance. The amount is shown in the **Schedule**.
- And the premium section of the **Schedule** stipulates "100% minimum & deposit", then You will not be entitled to any return premium

Return premiums are subject to a signed declaration confirming that **You** are not aware of any claims or incidents that could rise to a claim

If at the time of cancellation **We** are aware of any claims or incidents under **Your Policy** with **Us** whether paid or outstanding, then no refund of premium will be allowed.

Our Cancellation Rights

The **Insurers** can cancel this insurance by giving **You** thirty (30) days notice in writing.

The **Insurers** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium in accordance the Premium Payment Clause;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid unless the premium section of the **Schedule** stipulates "100% minimum & deposit", subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

The **Insurers** will either cancel the insurance by contacting **Your** broker who placed the cover for **You** or by sending **You** a letter to **Your** last known address.

Fair Presentation of the Risk

a) **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy** in accordance with the Insurance Act 2015
b) **We** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
    i) deliberate or reckless; or

ii) of such other nature that, if **You** had made a fair presentation, **We** would not have issued the **Policy**. **We** will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.

c) If **We** would have issued the **Policy** on different terms had **You** made a fair presentation, **We** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **We** may instead:

iii) reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or

iv) treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

Helping you do more

DUAL Corporate Risks Limited
One Creechurch Place, London EC3A 5AF

+44 (0)20 7337 9888
enquires@dualgroup.com

dualinsurance.com