Contractors Insurance Policy

Contents

INTRODUCTION

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 5 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years.

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 7-11 or as otherwise stated in any particular section or the **Schedule**.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy including the adequacy of the Limits of Liability
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information Website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited
For and on behalf of Syndicate 435 at Lloyd's

Paul Blight

Paul Blight
Chief Underwriting Officer

CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

Information You have given Us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- Where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

  So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** will only pay 25% of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;

- If **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;

- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

a) intend to treat **Your** Policy as if it never existed; or
b) amend the terms of **Your** Policy; or
c) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

About Us

Your Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited,
Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at https://register.fca.org.uk/

Who has arranged Your cover

Your Policy has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is:

Unit 1, Victoria Central, 27 Victoria Avenue
Southend on Sea, Essex, SS2 6AJ

Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at https://register.fca.org.uk/

Enquiries

If **You** have a general enquiry regarding **Your** Policy please contact **Your** insurance broker whose contact details are shown in the **Schedule**.

How to make a claim

If **You** need to report a claim or an incident that may result in a claim please contact **Us** at new.claims@faraday.com or Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 14 for more details.

Things You must do

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 – 25 on pages 14-19 of this Policy. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You.**

Queries and complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any queries about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Post:	Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE
Email:	faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's:

Post:	Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Telephone:	0207 327 5693
Fax:	0207 327 5225
E-mail:	complaints@lloyds.com
Website:	www.lloyds.com/complaints

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post:	The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone:	0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)
Email:	complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect **Your** right to take legal action.

Cancellation

You can cancel this insurance at any time by writing to **Your** insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on page 16.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their Website at www.fscs.org.uk

Data Protection

The basics
We collect and use relevant information about **You** to provide **You** with insurance cover and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

Your information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us
Where **You** provide **Us** or Your broker with details about other people, for example employees, **You** must provide this notice to them.

Your rights
You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information held by **Us**. If **You** wish to exercise **Your** rights, discuss how **We** use your information, please use the contact details provided on our full privacy notice available at the website link below.

Want more details?
For more information about how **We** use your personal information and **Your** rights please see our full privacy notice, which is available online at the following location:

http://www.faraday.com/privacy?c=n

If **You** are unable to obtain the notice via our website, please ask **Your** broker to contact **Us** and **We** will provide the notice to **You** in a different format

Headings

The section headings used in this Policy are for reference purposes only and will not affect the meaning or interpretation of this Policy.

GENERAL DEFINITIONS

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

Building Works — means any works that include removal or alteration of load bearing walls, construction of new **Buildings** and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation

Business — means the **Business** as described in the **Schedule** and will include:

a) the ownership repair and maintenance of **Your Business Property**;

b) the provision and management of canteen, social, sports and welfare activities for **Your** benefit or the benefit of **Your Employees;**

c) the provision and management of first aid, fire, security and ambulance services;

d) the performance of private duties carried out by **Your Employees** with **Your** written consent for any of **Your** principals, including directors, partners, or senior officials,

and no other business for the purposes of this Policy.

Contract — Any contract or agreement entered into by You to carry out work in the course of the Business, where the estimated Maximum Contract Value does not exceed the amount stated in the Schedule.

Contract Site — means the site where the **Contract Works** are ongoing.

Contract Works — means the permanent and temporary works executed in the performance of the **Contract** and materials for incorporation into such **Contracts** but excluding any work which involves:

1) Work in, over or adjacent to water;
2) Bridges, viaducts, subways, tunnels, motorways, dams and the like;
3) A depth of excavation exceeding 3 metres; or
4) Piling and underpinning.

Computer and Electronic Equipment — means all computers, computer installations and systems microchips, integrated circuits, microprocessors, embedded systems hardware and any electronic equipment **Data** processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing **Data** and or similar devices whether physically or remotely connected thereto.

Data — means all information which is

(a) electronically stored or

(b) electronically represented or

(c) contained on any current and back-up **Data Storage Materials** or other devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions

Data Protection Legislation — means the General Data Protection Regulation EU 2016/679 ("the GDPR") and/or the Data Protection and Privacy Electronic Communications (EU exit) Regulations 2019

Data Storage Materials	any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**
Damage or Damaged	means accidental direct physical loss or destruction of or damage to the **Property.**
ELTO	means the Employers' Liability Tracing Office or any successor body or bodies to it.
Employee	Means: a) any person under a contract of service or apprenticeship with **You**; b) any labour master or labour only sub-contractor or person supplied by any of them; c) any self-employed person; d) any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, **You**; e) any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme; f) any volunteers, whilst working for **You** in the course of the **Business**.
Estimated Original Contract Value	means the estimated valuation of the works to be carried out or the estimated contract value at the commencement date of the **Contract Works.**
Excess	Means the amount specified in the **Schedule** for which **You** will be responsible in respect of each and every claim in respect of loss of or **Damage** to, **Property**
Existing Structure	means any **Property** including fixtures, fittings and contents which prior to the commencement of any contract forms part of any structure.
Failure	means any partial or complete reduction in the (a) performance (b) availability (c) functionality (d) the ability to recognise or process any date or time of any • website • electronic means of communication • **Computer and Electronic Equipment**
FCA	means the Financial Conduct Authority or any successor body or bodies to it.
Free Issue Materials	means materials for incorporation in the **Contract Works** a) Issued free to **You** by or on behalf of the employer and b) For which **You** are responsible under the terms of the **Contract**.

Goods	means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by **You** in the course of the **Business**
Hired in Property	means **property** that is not owned by or leased to **You** for a period of more than 6 months but which **You** have hired or rented or borrowed for a charge for the purpose of carrying out work under a **Contract**.
Injury	means bodily injury, death, illness, disease, or shock causing bodily injury.
Lloyd's	means Lloyd's of London or any successor body or bodies to it.
Maintenance Period	means the period indicated in the terms of the contract but not exceeding 12 months or as specified in the **Schedule** during which **You** are responsible for rectifying defects.
Maximum Contract Value	means the maximum value of any **Contract** as stated in the **Schedule** for which **We** will Pay **You.**
Money	means cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Insurance stamps, National Savings stamps and certificates, holiday savings stamps, luncheon vouchers, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, giro cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit, debit and charge cards.
Notifiable human Infectious or Contagious Disease	diseases notifiable under the Health Protection (Notification) Regulations 2010 namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever), Food poisoning, Haemolytic uraemic syndrome, (HUS)Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever No other disease will be added to the above list without **Our** prior written consent
Occurrence	means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in injury or Damage where such injury or Damage is neither expected or intended.
Offshore	means from the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any offshore installation.
Personal Data Breach	means a breach of security leading to the accidental destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, transmitted, stored or otherwise processed.
Policy Period	means the period stated in the **Schedule**.
PRA	means the Prudential Regulation Authority or any successor body or bodies to it.
Premises	the premises as stated in the **Schedule**.
Property (when used in Sections 1-3 only)	means material property

Property (when used in Sections 4-5 only)

means:

a) The **Contract Works** while on site of any **Contract** anywhere within the **Territorial Limits** or in transit by road, rail or inland waterway thereto.

b) **Temporary building**s including fixtures and fittings therein for use in connection with the contract excluding any **Hired-in Property** anywhere within the **Territorial Limits** other than on sites of **Contracts** not insured by this Section.

c) Construction plant, tools and equipment for use in connection with the **Contract** excluding **Hired-in Property** and **Property** described in **Contract Works** temporary buildings and **Employees**' personal tools and effects anywhere within the **Territorial Limits.**

d) **Hired-in Property**.

e) **Employees**' personal tools and effects while on the **Contracts Sites** within the **Territorial Limits**.

Schedule

means the **Schedule** attached to this Policy.

Substantial Completion

A building shall be deemed to be substantially complete when the work remaining relates only to choice of decoration, fixtures and fittings.

Temporary Buildings

A free standing construction or structure including a hut, shed, caravan, mobile home, shipping container, portacabin or similar used temporarily during the course of the contract for storage, office space or site welfare purposes but which is to be removed from the **Contract site** upon or before completion of the **Contract**.

Territorial Limits

England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man and any additional geographical areas specified in the **Schedule**

Terrorism

any act(s), of any person(s) or organisation(s) involving:

(a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
(b) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

We, Us, Our

means Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.

You, Your, Yours

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

a) any subsidiary company which is named in the **Schedule** operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

b) at **Your** written request:

i. any principal including, any director, partner, or senior official, or any **Employee** of **Yours**, while acting on **Your** behalf, of or in the course of their employment or engagement by **You**, in respect of liability for which **You** would have been entitled to insurance under this Policy if the claim against any such person had been made against **You**;
ii. any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation, or fire, first aid or ambulance service in their respective capacity as such;

iii. any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;

DEFINTIONS APPLICABLE TO SECTIONS 1-3 ONLY

Computer Systems means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss means any loss, damage, liability, claim, cost, expense of whatsoever nature direction or indirectly caused by or contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, supressing or remediating any **Cyber Act** or **Cyber Incident**.

Cyber War means any loss, damage, liability, claim, cost, expense of whatsoever nature direction or indirectly caused by or contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, supressing or remediating any Cyber Act or Cyber Incident.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LEGISLATION

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

BS7121 Code of Practice for the safe use of cranes	The code of practice for the safe use of cranes.
Consumer Protection Act 1987	Designed to protect consumers from products that do not reach a reasonable level of safety.
Contracts (Rights of Third Parties) Act 1999	Makes provision for the enforcement of contractual terms by third parties.
Corporate Manslaughter and Corporate Homicide Act 2007	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
Defective Premises Act 1972	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
Defective Premises (Northern Ireland) Order 1975	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
EU Environmental Liability Directive	Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.
Food Safety Act 1990	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
GDPR – Data Protection Legislation	Controls how an individual's personal data is used by organisations, businesses or the government
Health and Safety at Work etc Act 1974	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.
Health and Safety at Work (Northern Ireland) Order 1978	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

The Health Protection (Notification) Regulations 2010	Any notifiable disease that is required by law to be reported to government authorities. Namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever) Food poisoning, Haemolytic uraemic syndrome, (HUS)Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever
Road Traffic Act 1988	Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.
Road Traffic Northern Ireland Order 1981	Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.
The Joint Code of Practice on the protection from Fire on Construction Sites and Buildings Undergoing Renovation	The objective of ‘the Code’ is the prevention of fire on construction sites. The code applies to all stages of construction, prior to and during, including off-site elements such as procurement and design, ending at the completed structure.

GENERAL CONDITIONS

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated.

Claims conditions

(1). It is a condition precedent to **Our** liability that **You**

(a) Give notice in writing without delay of anything which may give rise to a claim being made against **You** and for which there may be liability under this Policy;

(b) Give notice in writing without delay when any claim is actually made against **You** (whether written or oral) and for which there may be liability under this Policy;

(c) Advise **Us** in writing without delay if at any time **You** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above;

(d) shall without delay provide **Us** with such particulars and information as **We** may require in relation to any occurrence or claim notified to **Us**, and shall forward to **Us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers;

(e) Will notify the Police immediately of **Damage** caused by Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances if covered by this Policy and notify **Us** within 7 (seven) days after the **Damage**;

(f) Will notify the Police immediately of **Damage** caused by malicious persons and/or theft or attempted theft; and

(g) Carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption or interference with the **Business** or to avoid or reduce the loss.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Claims Control

(2). **We** will be entitled

(a) to take over and conduct in **Your** name the defence or settlement of any claim, and may prosecute at **Our** own expense and for **Our** benefit any claim for insurance or damages against any other persons, and **You** will give all information and assistance required. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. No admission of liability or offer, promise or payment will be made without **Our** written consent.

(b) to enter take or keep possession of the **Premises** where **Damage** has occurred and a claim has been made without incurring any liability or diminishing any of **Our** rights under this Policy

(c) to take possession or require **You** to deliver to **Us** any **Property** that has been **Damaged** so that **We** may deal with such **Property** for all reasonable purposes in any reasonable manner

You may not abandon any **Property** to **Us** whether **We** take possession of the **Property** or not.

Maximum sums payable

(3). We may at any time at **Our** sole discretion pay to **You** the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If **We** do this, **We** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims

Automatic Reinstatement

(4). **We** will not reduce the Sum Insured stated in the **Schedule** by the amount of any claim unless otherwise agreed.

Care and prevention

(5). It is a condition precedent that **You** shall take all care to prevent accidents and to maintain and keep in proper repair **Your** premises, plant and everything used in the **Business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. It is also a condition precedent to liability here hereunder that **You** must take all reasonable care to act in accordance with all statutory obligations and regulations including **Data Protection Legislation** and applicable related guidance from the Information Commissioner's Office, and to employ only competent **Employees**.

If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Maintenance and Safety

(6). It is a condition precedent to **Our** liability unless we agree otherwise that **You** must:

(a) comply with current gas safety regulations and laws and at the commencement and throughout the **Policy Period You** must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. All necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer

(b) be in possession at the commencement and throughout the **Policy Period** of an electrical installation condition report (EICR) that

i. covers the whole of the electrical installation(s)

ii. is less than three years old and issued by a contractor approved and registered with either the National Inspection Council for Electrical Installation Contractors (NICEIC), Electrical Contractors Association (ECA), National Association of Professional Inspectors and Testers (NAPIT), Electrical Self Assessment (ELECSA)

iii. documents that all C1 and C2 deficiencies or defects have been remedied

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Risk Improvement Requirements

(7). It is a condition precedent to **Our** liability that **You** will comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by, or on, **Your** behalf. If **You** breach this condition precedent **Our** liability will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim, or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 5.

Cancellation by Us

(8). **We** can cancel this Policy by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

(a) non-payment of premium;

(b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;

(c) non-cooperation or failure to supply any information or documentation **We** request; or

(d) threatening or abusive behaviour or the use of threatening or abusive language towards **Us** or any of **Our** appointed agents.

If this Policy is cancelled **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis.
For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker. If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

Cancellation by You

You can cancel this policy which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker.

If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

Other insurance

(9). If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.

Risk Improvement Requirements

(10). It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Changes in circumstances

(11). **You** shall, without delay, give notice in writing of any change in the information **You** provided **Us** with. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Governing Law

(12). The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy will be subject to the exclusive jurisdiction of the English Courts.

Contract (Rights of Third Parties) Act 1999

(13). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) 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.

Several Liability

(14). **Our** obligations under this Policy are several and not joint and **We** are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Average

(15). Unless specifically stated otherwise in the Schedule each Sum Insured under sections 1 – 5 will be subject to average.

Whenever a Sum Insured is subject to average, if at the time of **Damage** the Sum Insured stated in the **Schedule** is not enough to replace all of the **Property** covered as new **We** may take off an amount to reflect the difference in these values.

For example if the covered **Property** sum insured is equal to 75% of the sum needed to replace all of the **Property** we may only pay 75% of **Your** claim.

However average will not apply if the cost to replace all of the **Property** as new at the time of **Damage** is no more than 115% of the Sum Insured figure.

Building works (Application use of Heat)

(16). It is a condition precedent to Our liability that where there is use of or application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers during any Building Works (which have been specifically agreed by Us) the following precautions and procedures must be complied with by You and Your contractor(s) on each occasion:

(a) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material should be covered by sand or over-lapping sheets or screens of non-combustible material;

(b) at least two adequate and appropriate fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately in the event smoke or smouldering flames are detected;

(c) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;

(d) You or Your contractor appoint someone who will watch for signs of smoke or smouldering or flames and will take immediate steps to extinguish any smouldering or flames discovered either during the works and then for a period of sixty minutes after the works have finished;

(e) where the use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open and appropriate vessel designed for purpose is used and where carried out on a roof the vessel is placed on a non- combustible heat insulating base; and

(f) You must ensure that the contractor(s) using the application of heat on the Premises shall have in place appropriate Public Liability insurance with an indemnity limit no less than two million pounds.

If You breach this condition precedent Our liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 5.

Series Losses

(17). Where **Damage** of or to the **Property** on any one **Contract Site** arises during any one period of 72 consecutive hours caused by storm, tempest, flood, earthquake, subsidence or collapse it shall be deemed to be a single event and therefore constitute one loss with regard to the application of the **Excess**.

Other Interests

(18). The interest in the **Property** of any party entering into an agreement with **You is** noted in this insurance to the extent that the agreement entered into with **You** requires such interest to be noted and is in respect of that part of the **Property** to which agreement relates.

Cessation of work

(19). In the event of stoppage of work by **You** on the **Contract Site** from any cause for a period of 90 consecutive days, cover in respect of the contract works shall be suspended unless its continuance be agreed in writing by **Us**. In the event of such total or partial cessation of work, **You** shall use due diligence and do all things reasonably practicable to protect the **Property**.

Plant Inspection

(20). **You** shall ensure that all plant and equipment requiring inspection under any statue order or regulations is so inspected.

Access

(21). **You** shall give us and every person authorised by **Us**, access to the Property at all reasonable times

Hiring Out

(22). Under construction plant, tools and equipment and **Hired-in property** in the case of plant hired out by **You**, the conditions of such hiring shall be no less onerous than the standard conditions of the Construction Plant-Hire Association unless agreed by **Us**

Joint Code of Practice

(23). You undertake to comply with the Joint Code of Practice on the Protection from Fire Practice of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the policy hereinafter referred to as The Joint Code

This Condition shall apply to the contract provided that the estimated original contract value is £1,000,000 or more and for the purpose of Paragraph 63 of The Joint Code, if the estimated original contact value exceeds £1,000,000 it shall be deemed to be a large project.

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

In the event that **We** become aware of a breach of The Joint Code, **We** may inform the main/management contractor's construction 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 to the employer and the main/management contractor and the first named party forming the insured in the **Schedule** when this is not the employer or 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 under the policy from the date named in the notice, not being a date earlier that 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 measure have been completed.

Such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand.

The reference to suspension or cancellation of all cover shall apply only to the **Contract** specified in the notice.

This clause 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 other policy exceptions and conditions.

This clause does not apply to any Public Liability, Employers' Liability or JCT 21:2:1 insurance if provided by this Policy.

Cranes

(24). You shall ensure that

(a) All crane operations are undertaken only on firm and level ground and that such items are in a blocked or stabilised position when performing such actions.
(b) All cranes are fitted with overload alarm systems and wind speed indicators, and that such systems and indicators are monitored in an operational working condition

Premium Adjustments

(25). You may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph on **Your Schedule** for further details.

GENERAL EXCLUSIONS

General Exclusions (1) to (7) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

United States and Canada

(1). Any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy

Radioactive and nuclear

(2). loss, **Damage**, **Injury**, **Physical Bodily Injury** liability costs or expense of any kind caused by, or contributed to, or arising from,

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

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component,

but as far as concerns **Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You** this exclusion shall only apply in respect of

(c) liability of any principal, including directors, partners or senior officials

(d) liability assumed by **You** by agreement and which would not have attached in the absence of such agreement

War (in respect of Sections 2-5 only)

(3). <u>In respect of Sections 2-5 only</u>

loss, **Damage**, **Injury, Physical Bodily Injury** costs or expenses of any kind caused by or contributed to by or arising from 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.

Sanctions

(4). **we** shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Micro Organism

(5). loss **Damage, Injury, Physical Bodily Injury** costs or expenses of any kind caused by or contributed by or arising from mould, mildew, fungus, spores or other micro-organisms of any type, nature or description, including but not limited to any substance whose presences poses an actual or potential threat to human health

Terrorism

(6). loss, **Damage**, **Injury**, cost or expense of any kind 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. This exclusion also applies to loss, **Damage**, injury, liability cost or expense of any nature 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** except as provided in Section 1, Extension 3.

Legal Restrictions

(7). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation

EXCLUSIONS APPLICABLE TO SECTIONS 2-3 ONLY

General Exclusions (8) to (15) shall only apply to Sections 2 and 3 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover you in respect of:

Punitive Damages	(8).	Any liability for punitive, multiplied or exemplary damages, fines or penalties.
Contractual Liability	(9).	any liability which is assumed by **You** by agreement, unless such liability would have attached in the absence of such agreement.
Asbestos	(10).	**Injury** loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos. This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work.
Employment	(11).	**Injury** sustained by an **Employee** which arises out of and in the course of their employment or engagement by **You.**
Defective Workmanship	(12).	loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **Goods**
Watercraft. Aircraft and Offshore	(13).	liability arising from **Goods** used with **Your** knowledge in connection with aircraft and other aerospatial devices (including drones), watercraft, or **Offshore** structures.
Removal of Hazardous Materials	(14).	**Injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
Fungus and Mould	(15).	**Injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but limited to mildew, mould, spores or allergens.
Communicable Disease Exclusion	(16).	Any liability for **Injury**, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.
Cyber Liability	(17)	any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any: (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**

or **Cyber Incident**; or

(b) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any **Data** is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or **Cyber Incident.**

(c) **Cyber War**

regardless of any other cause or event contributing concurrently or in any other sequence thereto. However, this exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

(i) any ensuing **Injury**; or
(ii) any ensuing physical damage to **Property**;

resulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

This exclusion shall not apply to the Data Protection extension under Section 2 of this Policy.

EXCLUSIONS APPLICABLE TO SECTIONS 2-3 ONLY

General Exclusion (18) applies to Sections 2 and 3 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

Pollution

(18). any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule.**

EXCLUSIONS APPLICABLE TO SECTIONS 4-5 ONLY

Northern Ireland

(19). loss, **Damage**, cost or expense of any kind in Northern Ireland caused directly or indirectly by riot, civil commotion and strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

Loss of Data

(20). loss, **Damage,** costs or expense of any kind caused by, or contributed to, or arising from, destruction, distortion, erasure, corruption, **Failure** or alteration of any **Computer and Electronic Equipment** or **Data** from any cause (including but not limited to **Virus or Similar Mechanism)** or resulting from or caused by or in conjunction with any cause.

Any costs, expenses or liability arising out of or from loss, Damage, destruction, distortion, erasure, corruption or alteration of any **Computer and Electronic Equipment** or **Data** (including but not limited to loss of use, reduction in functionality or costs of reproducing electronic Data).

This exclusion will not apply to **Damage** arising out of Peril 1) Fire or 3) Explosion directly caused by loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **Computer and Electronic Equipment** or **Data**.

Invalid Payments (21). any claims in respect of the loss of **Your Property** or of **Property** for which **You** are responsible if the cause of loss is non-payment or invalid payment for the **Property** by the third party after hand-over or release of the **Property** by **You** or on **Your** behalf to such third party or such third party's agent or representative.

Biological or Chemical Materials (22). loss, **Damage,** costs or expenses of any kind caused by or contributed to by or arising from the actual or threatened use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

Electronic Data Recognition (23). loss, **Damage**, costs or expenses of any kind caused by or contributed to by or arising from:

(a) the calculation, comparison, differentiation, sequencing or processing of **Data** involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer systems, hardware programme or software and/or any microchip, integrated circuit or similar device in **Computer and Electronic equipment** or non- computer equipment, whether it is **Your Property** or not; or

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software, and/ or any microchip, integrated circuit or similar device in **Computer and Electronic equipment** or non-computer equipment, whether it is **Your Property** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, **Damage**, cost, claim or expense.

Contamination and Pollution Exclusion (24). loss or **Damage** due to contaminations, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if the loss or **Damage** arises out of one or more of the following perils – fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious Damage, subsidence, heave or landslip.

Faulty Workmanship (25). any loss **Damage** or liability arising from faulty design, specification, workmanship or materials.

Sonic Bangs (26). loss or **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

Asbestos (27). loss or **Damage**, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Diminution in Value (28). payment for any reduction in the value of the **Property** insured following repair or replacement paid for under this Policy.

Existing and Deliberate Damage	(29).	loss or **Damage** or liability occurring before or arising from an event prior to the **Policy Period**, or which is caused deliberately by **You** or any person lawfully on the site.
Consequential Loss	(30).	any consequential loss of any kind or description following **Damage** or loss of **Property.**
Electrical Equipment Faults	(31).	loss or or **Damage** to electrical equipment caused by its short circuiting or overrunning unless the **Damage** is caused by fire.
Multiple Lifting	(32).	**Damage** arising out of the lifting operations in which a single load is shared between more than one item of lifting equipment at the same time, unless such operation complies fully with the requirements of BS7121, or any British or international standard replacing or amended BS7121
Communicable Disease Exclusion	(33).	any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.

SECTION 1: EMPLOYER'S LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **Injury** sustained by an **Employee** of **Yours** arising out of and in the course of their employment or engagement by **You** and caused during the **Policy Period** stated in the **Schedule** in connection with the **Business** and occurring within the Geographical Limits given below. (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **Your Employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** which may be covered by this Policy. **LIMITS OF LIABILITY** The most **We** will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**. **GEOGRAPHICAL LIMITS** In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside the countries named above provided that any such **Employee** is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work. **RIGHTS OF RECOVERY** The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.	**We** shall not cover **You** under this Section against liability: (a) for **Injury** sustained by any **Employee**: (i) in respect of which compulsory insurance is required to be arranged by **You** under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981or any subsequent legislation; or (ii) Whilst **Offshore** other than as referred to in Extension 2 of this Section 1. (iii) due to any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence, other than as referred in Extension 4 of this Section 1.

SECTION 1 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions

What is covered	Limitations and exclusions
1. UNSATISFIED COURT JUDGEMENTS (a) Where a judgment for damages has been obtained by any **Employee** or their legal personal representatives: (i) In respect of **Injury** sustained by the **Employee** arising out of and in the course of their employment by **You**; (ii) Against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at **Your** request. **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied. (b) If any payment is made by **Us** the **Employee** or their said legal personal representatives shall assign the judgment to **Us**. (c) **Our** liability for damages, costs and expenses shall not exceed the amount stated as the **Limit of Liability** in the **Schedule**.	**We** will not cover any judgment where an appeal remains outstanding
2. OFFSHORE If **We** are required by compulsory insurance regulations then We will make a payment in respect of Injury occurring Offshore.	The amount **We** will pay **You** shall be limited to £5,000,000 any one occurrence.
3. TERRORISM **Injury** as a result of **Terrorism** to any **Employee** of **Yours** which arises out of and in the course of employment or engagement by **You**	**We** shall not cover **You** in respect of liability in excess of £5,000,000 any one occurrence.
4. CYBER LOSS If **We** are required by compulsory insurance regulations or laws then **We** will insure **You** in respect of Your legal liability arising from Injury as a result of a Cyber Loss to any Employee of Yours which arises out of and in the course of employment or engagement by **You**.	The most **We** will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one occurrence, inclusive of all costs and expenses, shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**.

SECTION 2: PUBLIC LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of: (a) Accidental **Injury** to any person; (b) Accidental physical loss of, or physical damage to, **Property**; (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution; In connection with the **Business** and occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule**. (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or damage to **Property** which may be covered by this Policy. **LIMITS OF LIABILITY** The most **We** will pay under this Section (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the **Limits of Liability** stated in the **Schedule**.	**We** shall not cover **You** under this Section: (a) for loss of, or damage to, **Property** belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than: (i) personal effects (including vehicle and their contents) of **Employees** or visitors; (ii) any premises including their contents, not being premises leased or rented to **You**, which are temporarily occupied by **You** for the purpose of carrying out work there; (iii) any other **Property** on which **You** or any of **Your Employees** or agents is or has been carrying out work, but **We** will not cover **You** in respect of loss or damage to that part of any **Property** being worked upon; (b) for loss arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of: (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length); (c) for loss caused by any **Goods** after they have left **Your** custody or control, other than food or drink supplied primarily for the use of **Your Employees** or for entertainment purposes; (d) for loss arising from professional advice given separately for a fee or other charge by **You** or by anyone on **Your** behalf or in circumstances where a fee would normally be charged;

What is covered	Limitations and exclusions
Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability** stated in the **Schedule**. **GEOGRAPHICAL LIMITS** In this section, Geographical Limits means: (1) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; (2) Elsewhere in the world arising out of temporary **Business** visits by **Employees**: • ordinarily resident in any of the aforesaid countries; • Engaged in non-manual work.	(e) The amount shown as **Excess** stated in the **Schedule**.

SECTION 2: EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. MOTOR VEHICLES TOOL OF TRADE RISK **We** will cover **You** in respect of liability for **Injury** or loss of or damage to **Property** caused by or arising from: (a) the use of plant as a tool of trade at **Your** premises or on any site at which **You** are working; (b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle; (c) Damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load.	**We** will not cover **You** against liability: (a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; (b) for which insurance is provided by any other policy.

What is covered	Limitations and exclusions
2. MOTOR CONTINGENT LIABILITY **We** will cover **You** in respect of liability for **Injury** or damage to **Property** arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **You**, being used by an **Employee** in the course of the **Business**.	**We** shall not cover **You** against liability: (a) in respect of damage to any such vehicle or anything attached to it or Property being conveyed by such vehicle or anything attached to it; (b) for which insurance is already provided by any other policy; (c) caused or arising whilst such vehicle or anything attached to it is: (i) engaged in racing, pace-making, reliability trials, or speed testing; or (ii) driven by the **You**; or (iii) being driven with **Your** consent or the consent of anyone acting on **Your** behalf by any person who to **Your**, or anyone acting on **Your** behalf's, knowledge does not hold a licence to drive such vehicle; or (iv) used outside the Geographical Limits.
3. MOVEMENT OF OBSTRUCTING VEHICLES **We** will cover **You** in respect of liability for injury or loss of or damage to **Property** caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or by any **Employee** with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians. **We** will only cover **You** under this Section extension if: (a) movements are limited to vehicles parked on or obstructing **Your** premises, or any site at which **You** are working; and (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and (c) the vehicle causing obstruction is driven by use of the owner's ignition key.	**We** will not cover **You** against liability: a) in respect of damage to such vehicle; b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
4. DEFECTIVE PREMISES ACT **We** will cover **You** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**.	**We** will not cover **You** against liability: (a) for which insurance is already provided by any other policy (b) for the costs of making good any defect or alleged defect in such premises

What is covered	Limitations and exclusions
5. LEASED OR RENTED PREMISES **We** will cover **You** in respect of liability for loss of, or damage to, premises including their contents being leased or rented to **You.**	**We** will not cover **You** against liability assumed by **You** under any agreement, which would not have attached in the absence of such agreement
6. OVERSEAS PERSONAL THIRD-PARTY LIABILITY **We** will cover: (a) **You;** and (b) At **Your** request: (i) any principal, including any director, partner, senior official, or any **Employee** of **Yours**; (ii) any spouse or child of the persons stated in (a) or (b)(I) above who are accompanying such persons In respect of personal liability incurred by such persons for accidental **Injury** to any person or accidental loss of or damage to **Property** in connection with an event occurring in a country outside of the Geographical Limits of Section 2 whilst on a temporary visit to such country in connection with the **Business**. Provided that: (a) any insured person under this Section Extension shall as though they were **You** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **Schedule** and any endorsements to this Policy; (b) Nothing in this Section Extension shall increase **our** liability to pay any amount exceeding the **Limits of Liability** stated in the **Schedule**, regardless of the number of persons claiming to be covered.	**We** shall not cover **You** in respect of: (a) contractual liability; (b) liability for which insurance is already provided by any other policy; (c) liability in respect of damage to **Property** belonging to or in the custody or under the control of any insured person under this Section Extension; (d) liability in respect of **Injury** to any insured person under this Section Extension; (e) liability caused by or arising from: (i) the ownership or occupation of land or buildings; (ii) the carrying on of any business, profession, trade or employment; (iii) The ownership, possession or use of animals other than domestic dogs or cats.
7. DATA PROTECTION If **You** have registered as a Data Controller or act as a Data Processor in accordance with the terms of any **Data Protection Legislation** or have applied for such registration which has not been refused or withdrawn, **We** will cover **You** under this Section 2 Extension in respect of liability to any person, other than an **Employee**, for distress suffered as a result of a **Personal Data Breach** because of **Your** failure to comply with **Data Protection Legislation** and if the claim is first made against **You** during the **Policy Period** stated in the **Schedule**. The most **We** will cover **You** for under this Extension in respect of all damages inclusive of costs and	**We** will not cover **You** in respect of: (a) Legal or regulatory fines, penalties or sanctions of any kind; (b) the first 10% of any amount covered under this extension, subject to a minimum of £500 and a maximum of £5,000; (c) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section 2 Extension or any **Employee** if the result could reasonably have been

What is covered	Limitations and exclusions
expenses in relation to claims for distress only, shall not exceed £500,000 in the aggregate during the **Policy Period** regardless of the number of claimants affected by any **Personal Data Breach**	expected having regard to the nature and circumstances of such act or omission; (d) the costs of replacing, reinstating, rectifying or erasing any personal data or the costs of: (i) reporting any **Personal Data Breach(es)** to any regulatory body; or (ii) responding to any investigation by any regulatory body or any criminal investigation or prosecution relating to personal data; or (iii) notifying data subjects of any **Personal Data Breach(es)**; (e) liability caused by, or arising from, any incident or circumstances known to **You** at the start of the **Policy Period** stated in the **Schedule** which may give rise to a claim; (f) liability caused by or arising from the recording, processing or provision of data (i) for reward; or (ii) for the determining of the financial status of a person; (g) contractual liability; (h) liability for financial loss of any kind, other than damages for distress suffered as a result of a **Personal Data Breach**; (i) liability in respect of **Injury** to any person or damage to **Property**.

SECTION 3: PRODUCT LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of: (a) Accidental **Injury** to any person; and (b) Accidental physical loss of, or physical damage to, **Property**, caused by any **Goods** occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule** which arises in connection with the **Business.** (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with **Our** written consent up to a limit of £50,000 arising out of any one occurrence for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **Employee** or principal including a director, partner, or senior official, of **Yours** has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or damage to **Property** in respect of any **Goods**. **LIMITS OF LIABILITY** The most **We** will pay under this Section (including any extensions) in respect of damages awarded against **You** shall not exceed in the aggregate during the **Policy Period** the **Limits of Liability** stated in the **Schedule**. Any costs and expenses incurred by **You** in respect of this Section, will be payable in addition to the **Limits of Liability**. **GEOGRAPHICAL LIMITS** Anywhere in the world other than at **Your** premises during the **Policy Period** stated in the **Schedule** and caused by any **Goods**.	**We** will not cover **You** under this Section in respect of liability: (a) caused by, or in connection with, any **Goods** which to **Your** knowledge are for export to, or use in, the United States of America or Canada; (b) caused by any **Goods** in **Your** custody or control; (c) for the amount shown as **Excess** in the **Schedule**; (d) for damage or **Injury** or any associated costs or expenses arising from the installation of insulating material or solar panels in connection with any government or local authority sponsored energy efficiency or energy saving scheme where such damage of **Injury** occurs after installation.

SECTION 3: EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT **We** will cover **You**, and at **Your** request any principal, including any director, partner, senior official, or any **Employee** of **Yours**, under this Section 3 Extension, for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection. Provided that: (a) the proceedings relate to an offence alleged to have been committed during the **Policy Period** stated in the **Schedule** and in the course of the **Business**; (b) The principal, including a director, partner or senior official or **Employee** shall as though they were **You** be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.	**We** shall not cover **You** in respect of: (a) fines or penalties of any kind; (b) any proceedings arising from circumstances for which insurance is already provided by any other policy; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 3 Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy.

SECTION 4: CONTRACT WORKS

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Basis of Re-instatement	(1). If the **Property** is lost or **Damaged** **We** will pay for either the cost of repair, reinstatement or replacement by similar property less an appropriate deduction for wear and tear.
Subrogation Waiver	(2). In the event of a claim arising under this Section **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against: (a) Any company whose relationship to **You** is either a parent or subsidiary or subsidiary to parent; (b) Any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning of the Companies Act 2014 current at the time of the **Damage**.

What is covered	Limitations and exclusions
SCOPE OF COVER **We** will pay **You** for **Damage** to the **Property** specified in the **Schedule**. In respect of any one claim (irrespective of the number of parties insured by this policy) **We** will pay **You** at our option either: a) 125% of the **Estimated Original Contract Value**; or b) 125% of the **Maximum Contract Value** stated in the **Schedule**; or c) the **Contract Works** Sum Insured as stated in the **Schedule**; including the value of **Free Issue Materials** and any payments or payments under any of the Section extensions at the time of the **Damage**.	**We** will not cover **You** under this Section: a) i) for **Damage** to any part of the permanent **Contracts Works**; ii) for which a certificate of completion has been issued; iii) which has been completed and handed over to **Your** employer; or iv) taken into use unless the **Damage** occurs i) During the **Maintenance Period**, but was caused before the beginning of the **Maintenance Period**; ii) While You are carrying out **Your** obligations under the **Maintenance Period**; or iii) Within 14 days of the issue of a certificate of completion but only to the extent **You** are legally liable under the terms of the **Contract**.

What is covered	Limitations and exclusions
	Additionally **We** will not cover **You** under this Section for: a) The **Excess** stated in the **Schedule;** b) **Damage** to any **Property** forming, or which has formed, part of any E**xisting Structure**; c) **Damage** for which **You** are relieved of responsibility under any contractual agreement; d) **Damage** due to the use or occupancy of the **Premises**, unless such use is as dwellings or offices of any portion of the permanent works by any owner, tenant or occupier other than herein provided; e) the cost of repairing, replacing or rectifying any: i) **Property** or any part of the **Contract Works** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship; ii) part of the **Contract Works** lost or **Damaged** to enable the repair, replacement or rectification of the **Contract Works** excluded by f i) above Part i) above shall not apply to any other part of the **Contract Works** which is free of the defective condition but has been directly damaged as a consequence of the defect For the purpose of this Policy, and not just this exclusion, the **Contract Works** shall not be regarded as lost or **Damaged** solely by virtue of the existence of any defect in the design, plan, specification, materials or workmanship of the **Contract Works** or any part thereof f) **Damage** caused by wear and tear, gradual deterioration due to atmospheric conditions, rust, wet or dry rot, mildew, corrosion, oxidisation; g) **Damage** cause by vermin or insects; h) **Damage** caused by scratching of painted or polished surfaces; i) The cost of normal upkeep or making good; j) liquidated damages penalties for delay or non-completion, or in connection with guarantees of performance or efficiency or consequential loss or **Damage** not specifically

What is covered	Limitations and exclusions
	provided for herein k) **Damage** caused by **Your** wilful act or wilful neglect.
AUTOMATIC REINSTATEMENT FOLLOWING A CLAIM **We** will automatically reinstate the **Sum Insured** under this section in full, from the date of the Damage.	a) **You** must comply with any reasonable recommendations **We** make to prevent further **Damage**; b) **You** will pay an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the end date of the **Policy Period**.
PROFESSIONAL FEES **We** will pay **You** for architects', surveyors' and consulting engineers' fees necessarily incurred in the repair, reinstatement or replacement of the **Property** following **Damage**	**We** will not cover **You** under this Section for costs and expenses: a) of preparing a claim; b) that are more than the level of fees authorised by the appropriate professional body.
DEBRIS REMOVAL **We** will pay **You** for costs and expenses in respect of a) removing debris; b) dismantling or demolishing; c) shoring up, propping or fencing off; d) repairing or cleaning drains, sewers, service mains and the like and, or, dewatering of temporary boarding up of windows following breakage of glass in respect of the portion or portions of the **Contract works** resulting from any **Damage** for which **We** will pay **You** for under this section.	**We** will not cover **You** under this Section for costs and expenses: a) incurred in removing debris, except from the **Contract works** where **Damage** occurred or from the area immediately adjacent to the **Property**; b) arising from pollution or contamination of **Property** not insured under this section.
PUBLIC AUTHORITY REQUIREMENTS **We** will pay **You** for additional costs in reinstating the **Property** in order to comply with any building regulation or local authority or other statutory requirement imposed upon **You** provided that the reinstatement is completed within twelve months of the **Occurrence** of **Damage**.	**We** will not cover **You** under this Section for costs and expenses for: a) requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations, unless foundations are specifically excluded; b) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any regulations or requirements referred to more than the Sum insured stated in the **Schedule**. If **Our** liability under this Section is reduced by any terms of this policy the proportion **We** will pay will be reduced similarly.

What is covered	Limitations and exclusions
SPECULATIVE DEVELOPMENT We will pay You in respect of Damage to Property being built by You on a speculative basis	**We** will not cover **You** under this Section for costs and expenses incurred: a) after the date the **Property** is sold or let out; b) 90 days after the date of completion of the work of building or erecting the last **Property** on the **Contract Site**, whichever the earlier
SHOW HOUSE CONTENTS We will pay You in respect of Damage to the contents of show houses, show flats or show offices and the like on the Contract Site until sold	**We** will not pay **You** under this Section for: a) after 90 days beyond the date the last building on the site is substantially complete; b) for more than £25,000 in respect of any one unit; c) for losses between 1st November to 31st March in respect of water **Damage** unless an efficient heating system with a frost stat with a minimum 4 degrees centigrade is set or the water system is switched off and completely drained; d) for **Damage** caused by theft or malicious damage unless there are signs of forcible and violent entry or exit to the show house, flat or office.
OFFSITE STORAGE **We** will pay **You** in respect of materials or goods designated for incorporation in the works while such materials or goods are temporarily held in store away from the **Contract Site** but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the works.	**We** will not pay **You** under this Section for more than 15% of the Sum Insured or £25,000 whichever is the lesser amount.
IMMOBILISED PLANT **We** will pay **You** for the cost of recovery or withdrawal of construction plant or equipment or **Hired-in Property** which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.	

What is covered	Limitations and exclusions
PLANS AND DOCUMENTS We will pay You for clerical costs necessarily incurred in re-writing, redrawing or reproducing plans, drawings or other contract documents damaged within the Territorial Limits.	**We** will not cover **You** under this Section for more than £25,000 any one **Occurrence**.
FREE ISSUE MATERIALS This Section will cover **You** for any **Free issue materials** provided **You** including their value in the **Contract value** of any **Contract** and any declaration **We** may require.	
PRINCIPAL CLAUSE This Section is extended to cover any principal in a like manner to **You**, where required by the conditions of the **Contract** provided that such principal is subject to and complies with the terms of the policy.	
EXPEDITING EXPENSES In the event of **Damage** to the **Property** the cost of repair, reinstatement of replacement admitted under this Section shall, subject to **Our** consent, include the additional costs of overtime, weekend and shift working, plant hire charges, express delivery necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such **Damage**	**We** will not cover **You** under this Section for more than £25,000 any one **Occurrence**.
MAINTENANCE OR DEFECTS LIABILITY PERIOD **We** will pay **You** for **Damage** to the permanent works or any part thereof occurring during any **Maintenance Period** or **Defects Liability Period:** a) in respect of **Damage** for which **You** are liable, arising from a cause occurring prior to the commencement of the Maintenance **Period**; or b) for **Damage** to work actually being undertaken during the **Maintenance Period** solely in connection with **Your** obligations under the **Contract** to remedy a defect or complete any snagging list provided that such **Damage** is **Your** responsibility and is first revealed during the **Maintenance Period** or **Defects Liability Period**	

SECTION 5: All RISKS TOOLS AND PLANT COVER

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

Basis of Re-instatement	(1).	Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim will be the reinstatement of the **Property** lost or **Damaged**. If the **Property** is lost or **Damaged We** will pay for the cost of repair, reinstatement or replacement by similar property less an appropriate deduction for wear and tear.

What is covered	Limitations and exclusions
SCOPE OF COVER In respect of all other **Property We** will pay **You** an amount up to the Sum insured by each item as detailed in the **Schedule** at the time of **Damage** subject to the **Basis of Re-instatement** condition above.	**We** will not pay **You** for: a) Damage to any waterborne vessel or craft or any **Property** therein or thereon; b) Personal effects partly or wholly of precious metal, jewellery, watches, portable electronic devices, mobile phones, cameras, **Money** and security of any description; c) **Damage** resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time: (i) An authorised **Employee** of **Yours** is actually on the **Contract Site**; or (ii) It is contained in a securely locked hut or building d) **Damage** to any mechanically propelled vehicle or plant other than any such vehicle not more specifically insured or would be so insured but for the existence of this policy and which is: (i) Not licensed for road use and used in circumstances which do not require insurance or security under any **Road Traffic Act** legislation; or (ii) Designed or adapted primarily for use as a tool of trade e) **Damage** to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion, or short circuiting or over running or by misuse; f) The cost of replacing or rectifying any: (i) Property which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of the Property or any part thereof;

What is covered	Limitations and exclusions
	(ii) Other **Property** lost or **Damaged** to enable the repair, replacement or rectification of **Property** excluded by f) i) above. This exception will not apply to other **Property** which is free of the defective condition but is **Damaged** as a consequence thereof. **Property** will not be considered as having suffered **Damage** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in or any part of that **Property**; g) The cost of rectification or making good wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, wet or dry rot, mildew, corrosion, oxidisation, vermin or insects or scratching of painted or polished surfaces; h) Losses of **Property** from vehicles (i) For more than £5,000 in the aggregate in any one **Policy Period** prior to the application of the **Excess**; (ii) For **Damage** caused by theft or attempted theft from any vehicle between the hours of 1800 and 0800 unless the vehicle is contained in a securely locked building or guarded security park; (iii) Left unattended unless all doors, windows or other points of access have been closed and locked security devices have been set and all keys removed or the vehicle is stolen at the same time; i) Loss of **Property** either by disappearance or by shortage if the disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event; j) **Damage** caused by chewing, tearing, scratching or fouling by animals, or **Damage** caused by insects, vermin or infestation; k) **Damage** to any item of machinery, plant, tools or equipment whilst it is being repaired or worked upon; l) Damage arising from fire caused by the combustion of fuel, or of hydraulic fluids, escaping as a result of **Damage** to, or deterioration of pipes, hoses or similar lines, unless they have been regularly inspected and maintained in accordance with the manufacturers recommended service and maintenance intervals and standards. **You** must retain a record of these inspections

What is covered	Limitations and exclusions
	m) **Damage** to tyres by the application of brakes or by punctures cuts or bursts n) Damage to **Property** occurring underground, unless it can be repaired underground, or brought back to the surface at **Your** expense. o) Any costs and expenses incurred in connection with the abandonment, for any reason whatsoever of any **Property** underground p) The first £750 of any claim for Malicious Damage or Theft or the first £500 for any other claim or the **Excess** specified in the Schedule.
CONTINUING HIRE CHARGES **We** will pay **You** against **Your** legal liability to pay continuing hire charges following **Damage** to any machinery, plant, tools or equipment which is: a) Hired by **You** in connection with the **Business;** b) Insured under this Section; during the **Policy Period** where the machinery, plant, tools or equipment cannot be used as a result of the **Damage**	**We** will not pay **You** for: a) **Damage** caused by or arising from **Your** wilful or negligent act; b) continuing hire charges in respect of tower cranes or scaffolding; c) for more than 90 days of the hiring charge; d) the hiring charges in respect of the first 48 hours following the D**amage**; e) more than £25,000 in the **Policy Period**. f) the **Excess** specified in the Schedule

GENERAL EXTENSIONS

These apply to all Sections of this Policy unless otherwise stated.

What is covered	Limitations and exclusions
1.INDEMNITY TO PRINCIPAL **We** will cover any principal under Sections 1 and 2 against liability in respect of **Injury** or loss of, or damage to, **Property**, to the extent that any contract or agreement entered into by **You** with any principal so requires.	Provided that: (a) payment would have been made by **Us** had a claim been made against **You**; (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply; (c) No payment will be made by **Us** in respect of liquidated damages or under any penalty clause; (d) payment made by **Us** under Section 1 shall only apply in respect of liability to any person who is an **Employee**.
2.CROSS LIABILITIES If **You** are comprised of more than one party, **We** will under Sections 2 and 3 make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party.	Nothing in this Extension shall increase the **Limits Of Liability** of the operative Section(s) stated in the **Schedule**, regardless of the number of persons claiming to be insured by this Policy.
3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER **We** will cover **You** and at **Your** request any director, partner, senior official or **Employee** of **Yours**, in respect of legal costs and expenses incurred with **Our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of: (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; (2) the Corporate Manslaughter and Corporate Homicide Act 2007. Provided that the proceedings relate to an offence alleged to have been committed during the **Policy Period** and in the course of the **Business**, and where there is also a claim or potential claim for damages against **You** or any of the additional persons insured, **You** are entitled to cover under this Policy.	**We** will not cover **You** in respect of: (a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; (b) any circumstances for which cover is provided by any other insurance; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy.

What is covered	Limitations and exclusions
We will only pay the costs and expenses of legal representation for an appeal against conviction if: (a) any related claim against **You** for damages remains unsettled; and (b) in the opinion of the legal representatives acting for **You** an appeal is more likely than not to succeed; and (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal The most **We** will cover **You** for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against **You**.	If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.
4. COURT ATTENDANCE COSTS If any of the people mentioned below attend court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to insurance under this Policy, **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required: (a) £250 for **You** or any of **Your** directors or partners; (b) £100 for any **Employee**.	