



R&Q Commercial Risk Services Limited

# **Liability Combined Insurance Policy Wording**

**April 2017 Edition**

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# Welcome

Wherever words appear in bold type in this **policy**, **schedule** or any **endorsement** relating to this **policy**, other than in titles and paragraph headings, they will have the meanings shown in the General Definitions Section of this **policy**.

## Introduction to your Liability Combined Insurance

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This **policy** is a contract of insurance between **you** and **us**. In return for the premium **you** have paid or agreed to pay shown in the **schedule** **we** agree to insure **you**, in accordance with the terms and conditions contained in or **endorsed** on this **policy**, against legal liability **you** incur for accidents happening during the **period of insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your policy, schedule** and any **endorsements**;
- Any clauses **endorsed** on **your policy**, as set out in **your schedule**;
- Any changes to **your** insurance **policy** contained in notices issued by **us** at renewal.

**You** should take the time to read all its terms, especially the conditions which **you** have to fulfil to ensure **your** insurance remains valid and what **you** have to do when making a claim.

### Important

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

It is important that **you**:

- check that the Sections **you** have requested are included in the **schedule**;
- check that the information **you** have given **us** is accurate – see the “Information you have given us” Section on page 5;
- comply with **your** duties under each Section and under the insurance as a whole.

If this **policy** does not meet **your** requirements, or if **your** requirements change, **you** should contact **your broker** at **your** earliest opportunity.

**We** would remind **you** that **you** must tell **us** as soon as reasonably practicable of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your policy** or **your policy** may not operate fully.

## About R&Q and your Insurers

This Insurance product has been arranged by R&Q Commercial Risk Services Limited on behalf of the under noted Insurers named herein:

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938),  
Registered Office: 71 Fenchurch Street London, EC3M 4BS.

R&Q Commercial Risk Services Limited is an Appointed Representative of R&Q MGA Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 440543).

R&Q Commercial Risk Services Limited is wholly owned subsidiary of Randall & Quilter Investment Holdings Ltd. Randall & Quilter Investment Holdings Ltd. is a diverse insurance group, headquartered in Bermuda but with extensive operations in the UK, US, Canadian, Bermuda and Continental Europe Markets. The Group is a leading insurance service provider to the non-life insurance market. Its extensive service offering (ranging from full back office management to bespoke services) covers the live, run-off and captive market segments.

## Sections A, B and C are underwritten by: Amlin UK Limited

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

## **Section D is underwritten by: HSB Engineering Insurance Limited**

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:202738).

## **About your Insurance Brokers**

**Your** Insurance Broker is the organisation that **you** arranged this insurance with and should be **your** first point of contact for any queries **you** may have on the **policy**, other than claims.

## Important Information

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### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. Please refer to “How to amend this insurance” below.

**You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. At the commencement of the **period of insurance** or at the subsequent renewal of the **policy you** must disclose every material circumstance **you** know or ought to know, and provide a fair presentation of the information required to enable **us** to assess **your** insurance risk.

Information is material if it could:

- a. affect **our** assessment of the risk; or
- b. it could mean that **we** may need to change the terms or premium or both; or
- c. mean that **we** may not be able to cover that aspect of risk; or
- d. mean that **we** may no longer be able to provide **you** with insurance cover.

**You** must notify **us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this **policy**. For example, **we** would need **you** to notify **us**:

- if **you** change or expand **your business** activities stated in the **schedule**;
- if any of **your employees** are to engage in work **offshore**;
- if **you** purchase a company, whether in its entirety or a part interest, and want or intend the activities of that company to be covered under this **policy**.
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These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact **your broker** directly as failure to notify **us** of any changes could lead to **your policy** being cancelled, or a claim rejected or not fully paid.

In addition **you** must notify **us** of any alteration to the information provided, at inception or at renewal, occurring during the **period of insurance**.

If **you** are unsure as to whether or not certain facts should be disclosed please contact **your broker**.

If **you** do not disclose all information **your** insurance may not cover **you** fully, or at all.

### How to amend this insurance

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as reasonably practicable. If **you** need to change the information **you** have given **us** because a mistake has been made or if that information changes at any time please contact **your broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

When **you** make a change to **your policy** or tell **us** about a change to the information **you** have given **us**, **we** or **your broker** will write to **you** if **we**:

- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

### Renewal of this insurance

When **your policy** is due for renewal, **we** may offer to renew it for **you** automatically. This means **you** do not need to confirm **your** intention to renew before the **policy** ends. If **we** offer to do this for **you**, **we** will write to **your broker** at least twenty-one (21) days before the **period of insurance** ends with full details of **your** next year's premium and **policy** terms and conditions. If **you** do not want to renew the **policy**, please contact **your broker**. Occasionally, **we** may not be able to offer to renew **your policy**. If this happens, **we** will write to **your broker** at least twenty-one (21) days before the expiry of **your policy** to allow enough time for **you** to make alternative insurance arrangements.

## Important Information

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### How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **us** notice via **your broker** or in writing to **our** address as stated in **your schedule**.

#### Cooling off period

**You** have a statutory right to cancel **your policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **you** receive **your policy** or the renewal documentation, whichever is later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, provided **you** have not made a claim and there hasn't been an incident that could give rise to a claim, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover as stated in “Return of premium” below.

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

#### After the cooling off period

For cancellation outside the statutory cooling off period **you** can cancel this insurance at any time. If **you** cancel this insurance after the cooling off period **we** will pay **you** a refund of any premium paid less a deduction in respect of the time for which **you** have been covered as stated in “Return of premium” below.

### Our right to cancel this insurance

Where there is a valid reason **we** may cancel:

- Sections A, B and C of this insurance by giving **you** thirty (30) days' notice in writing;
- Section D of this insurance by giving **you** ten (10) days' notice in writing;

by registered letter to **your** last known address. If **we** cancel this insurance **we** will pay **you** a refund of any premium paid as stated in “Return of premium” below.

Reasons **we** may decide to **cancel your** policy include if:

- a) there is a material change in **your business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- c) the information that forms the basis of this contract changes;
- d) **you** do not co-operate or supply information or documentation that **we** request which materially affects our ability to process the **policy** or **our** ability to defend **our** interests;
- e) following a survey **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;
- f) the premium has not been paid;
- g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers;

### Cancellation – instalment payments

If **you** pay **your** premium by direct debit and there is any default in payment, **we** will contact **you** to request payment by a given date. If payment is still not received by this date, **we** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

## Important Information

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### Return of premium

If **you** have made a claim or there has been an incident which could give rise to a claim **we** will not return any premium.

If this insurance is cancelled, provided **you** have not made a claim and there hasn't been an incident that could give rise to a claim, **we** will return the premium stated in the **schedule** less a deduction for the time for which **you** have been covered. This will be calculated on a proportional basis (for example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium).

However, if the premium at the commencement of the **period of insurance** has been calculated on any estimates provided by **you**, it will be adjusted in accordance with General Condition 1 "*Adjustment of premium*" before calculating the return of premium. Where the premium payable for any Section or Sections of this **policy** is stated in the **schedule** as being a "minimum" or "minimum and deposit", which **you** agreed to pay for this insurance, the return premium payable to **you** for that Section or those Sections will not be more than the "minimum" or "minimum and deposit" stated in the **schedule** less a deduction for the time for which **you** have been covered.

### How to make a claim

If **you** need to make a claim or notify an incident which could give rise to a claim please contact the **broker** who arranged this insurance or to notify a claim or incident under:

**Sections A, B or C** please contact

MS Amlin Liability Claims on

01245 396677

or write to;

MS Amlin Liability Claims Dept.

Amlin House, 90-96 Victoria Road

Chelmsford, CM1 1QU

quoting **your policy** number.

**Section D** please contact

HSB Engineering Insurance Limited on

0845 345 5510

or write to;

HSB Engineering Insurance Limited

Chancery Place, 50 Brown Street

Manchester M2 2JT

quoting **your policy** number.

Please also refer to the Claims Conditions commencing on page 34

### Things you must do...

**You** must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

1. notify **us** in accordance with Claims Condition 1. Notification.
2. provide any other information **we** may reasonably require.
3. not admit liability in accordance with Claims Condition 2. Claims handling.
4. take all reasonable care to limit any loss, damage or injury.

### Defence of claims

**We** may, at **our** discretion, defend claims in accordance with Claims Condition 2. Claims handling

# Important Information

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## How to make a complaint

**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 questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **us** or **your broker** where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

### Sections A, B and C

**Post:** Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN  
**Telephone:** +44 (0) 207 746 1300 Fax: +44 (0) 207 746 1001  
**Email:** [complaints@msamlin.com](mailto:complaints@msamlin.com)  
**Website:** [www.lloyds.com](http://www.lloyds.com)

If **your** complaint cannot be resolved by the Complaints Department within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

**Post:** Complaints, Lloyd's, One Lime Street, London EC3M 7HA.  
**Telephone:** +44 (0) 207 327 5693 Fax: +44 (0) 207 327 5225  
**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. Please also see the paragraph **All Sections** below.

### Section D

**Post:** Complaints, HSB Engineering Insurance Limited  
Chancery Place, 50 Brown Street, Manchester M2 2JT  
**Telephone:** +44 (0) 330 100 3433  
**Email:** [complaints@shbeil.com](mailto:complaints@shbeil.com)

**Your** complaint will be referred to HSB's Customer Service Relations Department, who will acknowledge receipt of **your** complaint within five working days and try to resolve **your** complaint as soon as possible. Please also see the paragraph **All Sections** below.

### All Sections

If **you** remain dissatisfied after **you** have received a final response, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
**Telephone:** (Fixed): 0800 0234567 (Mobile): 0300 1239123 (Outside UK): +44 (0) 20 7964 0500  
**Fax:** +44 (0)20 7964 1001  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.



# Important Information

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## Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this **policy**. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

## Privacy Notice

### Information we process

**You** should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **you** contact us via an electronic method, **we** may record **your** internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

### How we use your information?

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with?

**We** may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within **our** Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose your personal and/or sensitive personal information to anyone outside **our** Group of companies except:

- where **we** have your permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.

# Important Information

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## Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

## The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

## Access to your information

**You** have a right to know what personal and/or sensitive personal information **we** hold about **you**. If you would like to know what information **we** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity, **we** may also charge a fee of 10 GBP for processing **your** enquiry.

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell **you** why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Data Privacy Officer.

## Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

## Changes to this Notice

**We** keep **our** privacy notice under regular review. This notice was last updated on the 20<sup>th</sup> October 2015.

## Contacting us

If **you** have any questions relating to the processing of **your** information, please write to:

### Sections A, B and C

The MS Amlin Data Privacy Officer  
The Leadenhall Building, 122 Leadenhall Street, London EC3V  
4AG.

**You** can also email **us** at: [dataprivacyofficer@msamlin.com](mailto:dataprivacyofficer@msamlin.com)

### Section D

The Data Privacy Officer  
HSB Engineering Insurance Limited  
Chancery Place, 50 Brown Street  
Manchester M2 2JT

**You** can also email **us** at: [info@hsbeil.com](mailto:info@hsbeil.com)

## Important Information

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### Employers' Liability Tracing Office (ELTO)

By entering into this insurance **policy you** will be deemed to specifically consent to the use of **your** insurance **policy** data in the following way and for the following purposes.

Certain information relating to **your** insurance **policy** including, without limitation,

- the **policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

### Rights of Third Parties

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

### Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales unless, at the commencement of the **period of insurance**, **you** are either:

- i) a resident of; or
- ii) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and the parties submit to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

### Language

The language of **your policy** and any communication throughout the duration of the **period of insurance** will be English.

### Sanctions

This **policy** will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

### Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

## General Definitions

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The following words will have the same meaning wherever they appear in this **policy** unless otherwise stated. To help identify these words they will appear in **bold** in the **policy** wording. Other Definitions are contained within the Sections of the **policy** where they apply. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

1. **Aircraft** Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.
2. **Bodily injury** Death, injury, illness, disease or nervous shock.
3. **Broker** The insurance broker or adviser through whom **you** purchased this **policy**.
4. **Business** The **business**, as specified in the **schedule**, carried on in the **United Kingdom** including the following activities:
  - a) ownership use repair maintenance and decoration of premises occupied by **you**;
  - b) repair or maintenance of vehicles or plant owned or used by **you**;
  - c) the provision and management by **you** of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services;
  - d) participation in exhibitions held in member countries of the European Union in connection with the **business** specified in the **schedule**; and
  - e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** previous consent.
5. **Contract work executed** Work carried out by **you** or on **your** behalf away from **your** normal place of **business** or that of the party who carried out the work on **your** behalf and which at the time of the event giving rise to a claim under this insurance is no longer **your property** and not under the control of **you** or of any **employee**.
6. **Costs and expenses**
  - a) Claimant's costs and expenses arising in respect of any claim against **you** which may be the subject of **indemnity** under this **policy**.
  - b) All costs and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of **indemnity** under this **policy**.
7. **Employee** Any person who is:
  - a) employed under a contract of service or apprenticeship with **you**;
  - b) a labour master or person supplied by him;
  - c) employed by labour only sub-contractors, but only whilst working for **you** and under **your** control;
  - d) self-employed and working for **you** and under **your** control;
  - e) hired to or borrowed by **you**;
  - f) supplied to **you** for the purpose of study work or training experience;
  - g) a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
  - h) a voluntary helper while working under **your** supervision and control and in connection with the **business**; or
  - i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.
8. **Endorsement/endorsed** A document detailing a change in the terms and conditions of this insurance.
9. **Excess** The first part of any claim which **you** must pay. The applicable excess is stated in the **schedule** if not stated in this **policy**.

## General Definitions

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10. **Indemnity / indemnify / indemnified / indemnifiable** The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the limits of indemnity as specified in the **schedule**.
11. **Limit of Indemnity** The amount specified in the **schedule** as the “Limit of Indemnity” or “Sum Insured”, or any applicable lesser amount stated in any Section of this **policy**.
12. **Offshore** From the time of embarkation by an **employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition “offshore installation” does not include wind farms which are deemed not to be offshore.
13. **Period of insurance** The period from the effective date shown in the **schedule** until midnight on the expiry date shown in the **schedule**. This includes any subsequent period for which **we** may accept payment for renewal of this **policy**.
14. **Policy** All terms, provisions, exclusions, conditions and limits of indemnity set out in this document; and
- a) the **schedule**, notices and other documents attaching from time to time; and
  - b) all **endorsements** incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.
15. **Pollution**
- a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
  - b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.
16. **Principal** The other party to a contract or agreement for whom **you** are undertaking work or services or providing **products** where that party is responsible for setting out the terms of the contract or agreement.
17. **Products** Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **business**.
18. **Property** Property which is both material and tangible.
19. **Schedule** The **schedule** is part of this contract of insurance and contains **your** details and the **period of insurance** and the limits of indemnity.
20. **Terrorism** Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
21. **United Kingdom** England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and the territorial waters of those countries.

## General Definitions

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22. **We/us/our**      Sections A, B and C  
Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.  
Section D  
HSB Engineering Insurance Limited.
23. **You/your**
- a) The policyholder named in the **schedule**.
  - b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted by **us**.
  - c) At **your** request:
    - i) any director or **employee** while acting on behalf of or in course of their employment or engagement with **you** in respect of liability for which **you** would have been entitled to **indemnity** under this **policy** if the claim against any that person had been made against **you**.
    - ii) any officer, member or **employee** of **your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
    - iii) any of **your** directors, partners or senior officials in respect of private work carried out by any **employee** for them with **your** consent.
    - iv) any **principal** for legal liability in respect of which **you** would have been entitled to **indemnity** under this **policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.
    - v) **your** personal representatives (in the event of **your** death) in respect of liability incurred by **you** provided that if **indemnity** is extended to any party described in paragraphs c)i) to c)iv) above that party complies with the terms of this **policy** so far as they can apply and in any event **our** liability will not exceed the **limit of indemnity**.

## Section A – Employers’ Liability

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This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover under Section A.

### Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will **indemnify you** under Section A against:

- a) all sums which **you** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused during the **period of insurance**;

- i. within the **United Kingdom**; or
- ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **employee** in connection with the **business** provided that the **employee** is normally resident in the **United Kingdom**.

### Limit of indemnity

1. The amount specified in the **schedule** as the **limit of indemnity** for Section A.

**Our** liability to **you** for all compensation payable by **you** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the **limit of indemnity**.

The **limit of indemnity** will be the maximum amount payable including **costs and expenses**.

2. Despite anything contained in *paragraph 1* above, **our** liability to **you** under Section A for;

- damages and **costs and expenses** payable by **you**;
- in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause;

arising out of **terrorism** will not exceed 5,000,000 GBP.

3. Despite anything contained in *paragraph 1* above, **our** liability to **you** under Section A for;

- damages and **costs and expenses** payable by **you**;
- in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause;

in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **products** containing asbestos will not exceed 5,000,000 GBP.

### Employers’ liability compulsory insurance

The **indemnity** granted by Section A is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers’ liability to their **employees**.

If however **we** pay any sum which would not have been paid but for the provisions of that law then **you** must repay the sum to **us**.

### Extension 1 - Unsatisfied court judgments

In the event that:

- a) a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** in respect of **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business**; and

- b) it remains unsatisfied in whole or in part six months after the date of that judgment;

**we** will **indemnify** the **employee** or their personal representative up to the **limit of indemnity** for the amount of damages and awarded costs which remain unsatisfied as long as;

- i) there is no appeal outstanding;

## Section A – Employers’ Liability

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- ii) any payment made by **us** will only be in respect of **bodily injury** which would otherwise be within the scope of cover of Section A of the **policy**;
- iii) any payment made by **us** will only be in respect of liability for which **you** would have been entitled to **indemnity** under Section A of the **policy** if the judgment had been made against **you**; and
- iv) **we** will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives must give all information and assistance **we** may reasonably require.

### Exclusions applicable to Section A

1. **We** will not **indemnify you** under Section A against **your** legal liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** will not **indemnify you** under Section A against liability arising **offshore**.

### Condition applicable to Section A

The following is a condition of the insurance that **you** need to meet as **your** part of the contract to which this **endorsement** attaches. If **you** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of Section A that **you** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or **products** containing asbestos.



## Section B– Public Liability

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This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover under Section B.

### Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will **indemnify you** under Section B against:

- a) all sums which **you** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of;

- i. accidental **bodily injury** to any person
- ii. accidental loss of or damage to **property**;
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **period of insurance** and arising out of the activities of **your business**;

- A. in the **United Kingdom**;
- B. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **your** directors or **employees** normally resident in the **United Kingdom**.

### Limit of indemnity

**Our** liability to **you** for all compensation payable by **you** to any claimant or any number of claimants in respect of or arising out of one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **schedule** as the **limit of indemnity** for Section B, irrespective of the number of claims or claimants.

**Costs and expenses** are payable in addition to the **limit of indemnity** under Section B apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **limit of indemnity** for Section B will be the maximum amount payable including **costs and expenses**.

### Extensions applicable to Section B

*These extensions are subject to all other terms of this **policy** so far as they can apply unless otherwise stated.*

#### Extension 1 - Defective premises

**We** will **indemnify you** against **your** legal liability for **bodily injury** or loss of or damage to **property** arising in respect of any premises disposed of by **you**. This **indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any of those premises.

#### Extension 2 - Leased premises

**We** will **indemnify you** against **your** legal liability for loss of or damage to premises or fixtures or fittings in and on premises during the **period of insurance** which are leased to **you**.

This **indemnity** does not apply in respect of **your** legal liability for:

- i) loss or damage if the liability is assumed under any tenancy or other agreement and would not have arisen in the absence of that agreement; or
- ii) the first 250 GBP of that loss or damage.

## Section B– Public Liability

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### Extension 3 - Contingent liability (non-owned vehicles)

For the purposes of this Extension 3 - “**you/your**” is restricted to General Definitions 23.a) and 23.b) only.

We will **indemnify you** against **your** legal liability for **bodily injury** and loss of or damage to **property** occurring during the **period of insurance** arising out of the use of any motor vehicle in connection with the **business** which is not **your property** or leased or hired to **you** and is not provided by **you**.

This **indemnity** does not apply in respect of:

- i) loss of or damage to a vehicle being driven by **you**;
- ii) **bodily injury** or loss of or damage to **property** while that vehicle is being driven by **you**;
- iii) liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of any vehicle as a requirement of relevant Road Traffic Act legislation;
- iv) a vehicle being used outside the **United Kingdom**.

### Extension 4 - Overseas personal liability

Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the **United Kingdom** during the **period of insurance** in connection with the **business**, we will **indemnify you** and:

- i) if **you** are an individual, **your** spouse and child(ren) accompanying **you**; and
- ii) any of **your** directors or **employees**; and
- iii) any spouse or child(ren) of **your** directors or **employees** accompanying them;

against legal liability incurred in a personal capacity for accidental **bodily injury** or loss of or damage to **property** occurring during that visit.

### Extension 5 - Data Protection Legislation

We will **indemnify you** and, at **your** request, any of **your** directors, partners or **employees** against legal liability to pay damages and **costs and expenses** for damage or distress, occurring during the **period of insurance**, as described in Section 13 of the Data Protection Act 1998.

However this extension will not apply in respect of:

- i) the payment of fines or penalties;
- ii) the costs of replacing, reinstating, rectifying or erasing any personal data;
- iii) liability arising from or caused by a deliberate act or omission of any person eligible for an **indemnity** by this extension if the result of that act or omission could reasonably have been expected by **you** or any other person having regard to the nature and circumstances of that act or omission;
- iv) claims which arise out of circumstances notified to previous insurers and known to **you** at inception of this extension;
- v) liability where **indemnity** is provided by any other insurance.

### Extension 6 - Car park and cloakroom liability

We will **indemnify you** against legal liability in respect of accidental loss of or damage, occurring during the **period of insurance**, to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as those vehicles and personal effects:

- i) are not being stored by **you** for a fee or other consideration; and/or
- ii) are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on them.

## Section B– Public Liability

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### Exclusions applicable to Section B

We will not indemnify you under Section B against liability:

1. for loss of or damage to **property** belonging to **you** or in **your** or **your employee's** custody or control other than;
  - i) in respect of **property** including motor vehicles belonging to **your employees** or visitors to premises occupied by **you**; or
  - ii) as set out in the **indemnity** provided to **you** under *Extension 6 - Car park and cloakroom liability*;
  - iii) in respect of any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to those premises.
2. arising from the ownership, possession or use under **your** control, or under the control of any of **your** directors or **employees**, of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any **aircraft**, hovercraft, **offshore** installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
4. arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises.
5. caused by or arising out of;
  - i) advice, design or specification given by **you** for a fee; or
  - ii) professional services rendered by **you** or on **your** behalf.
6. in respect of each claim arising out of damage to **property**, for the first amount equal to the **excess** stated in the **schedule**.
7. for damage to **contract work executed**.
8. for the costs incurred by anyone in;
  - i) recalling or making refunds in respect of any **products** or **contract work executed**;
  - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.

## Section C– Products Liability

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This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover under Section C.

### Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will **indemnify you** under Section C against:

- a) all sums which **you** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of;

- i. accidental **bodily injury** to any person; or
- ii. accidental loss of or damage to **property**;

occurring anywhere in the world during the **period of insurance** and caused by any **products** after they have ceased to be in **your** custody or control.

### Limit of indemnity

**Our** liability for all sums payable in respect of the **period of insurance** will not exceed the amount specified in the **schedule** as the **limit of indemnity** for Section C.

**Costs and expenses** are payable in addition to the **limit of indemnity** under Section C.

### Exclusions applicable to Section C

**We** will not **indemnify you** under Section C against **your** legal liability:

1. caused by or arising out of any **products** which;
  - i) to **your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
  - ii) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **aircraft**, hovercraft or waterborne craft or for marine or aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or any part of those **products**.
3. arising out of loss of or damage to **products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.

# General Extensions to Sections A, B and C

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*These extensions are subject to all other terms of this **policy** so far as they can apply unless otherwise stated.*

## 1. **Contractual liability**

Despite General Exclusion 4 *Contractual Liability*, **we** will **indemnify you** under the applicable Section of this **policy**, to the extent that any contract or agreement entered into by **you** with any **principal** requires **you** to assume liability for **bodily injury** or loss of or damage to **property** which arises out of the performance by **you** of that contract or agreement provided that:

- i) the conduct and control of claims is vested in **us**;
- ii) the **indemnity** granted by Section A – Employers’ Liability will apply only in respect of **your** liability to **your employees**; and
- iii) nothing in this extension will increase **our** liability to pay more than the applicable **limit of indemnity** under any Section of this **policy**.

## 2. **Cross liabilities**

If the policyholder named in the **schedule** comprises more than one party, **we** will treat each party as though a separate **policy** had been issued to each of them.

However, nothing in this extension will increase **our** liability to pay more than the applicable **limit of indemnity** under any Section of this **policy**.

## 3. **Compensation for court attendance**

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to **indemnity** under this **policy**, **we** will provide compensation at the following rates for each day on which attendance is required;

- i) any director or partner                      500 GBP per day;
- ii) any **employee**                                250 GBP per day;

limited in total for all court appearances commenced during the **period of insurance** to 10,000 GBP, which is payable in addition to the limits of indemnity specified in the **schedule**.

# Prosecution Defence Costs Extension

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(Applicable to Sections A, B and C only)

## Definition

### **Applicable legislation**

- Health and Safety at Work etc Act 1974;
  - Corporate Manslaughter and Corporate Homicide Act 2007;
  - Health and Safety Inquiries (Procedure) Regulations 1975;
- or similar legislation in the **United Kingdom**; and
- Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

### **You/your**

Is limited to paragraphs a) to c)i) of the General Definition of “**you**” on page 14.

**We will indemnify you** against:

- a) legal costs and expenses incurred with **our** written consent;
  - i) in the defence of any criminal proceedings brought against **you** in respect of an offence under or breach, whether actual or alleged, of any **applicable legislation** provided that the offence or breach is committed or is alleged to have been committed within the **United Kingdom** during the **period of insurance** in the course of the **business**;
  - ii) in an appeal against a conviction arising from the above criminal proceedings;
- b) any prosecution costs awarded against **you** arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with **our** written consent, of **your** legal representation at an inquiry or inquest ordered under any **applicable legislation** provided that the incident giving rise to the inquiry or inquest occurred within the **United Kingdom** during the **period of insurance** in the course of the **business**;

all of which proceedings or inquiry or inquest result from any matter which is the subject of **indemnity** under Section A, B or C of this **policy**, being a Section of this **policy** which is stated to be applicable or covered in **your schedule**.

For the purpose of this Extension:

1. **our** total liability will not exceed:
  - a. 1,000,000 GBP in total for legal costs and expenses incurred with **our** written consent in respect of sub-paragraphs a) and c) above;inclusive of
  - b. 100,000 GBP in total for all prosecution costs awarded against **you** in respect of sub-paragraph b) above;which is payable in addition to the limit(s) of indemnity specified in the **schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **period of insurance**.
2. amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **we** have a financial interest in the outcome of the proceedings.

## **Conditions**

1. **We** will refer claims under this Extension to one of **our** panel of expert legal advisors, but **you** can appoint **your** own legal representative should **you** wish.
2. If you elect to appoint **your** own legal representative the **indemnity** under this Extension will be payable for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.
3. **We** are entitled to have sight of the appointed legal representative’s file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and **you** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time **we** may seek an independent barrister’s opinion as to the prospects of success in defending the prosecution. If the opinion is that a “not guilty” plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion. Should **you** elect to continue with a “not guilty” plea then;
  - i) **we** will withdraw **our** support for **your** defence and be under no further obligation to **indemnify you** against any costs incurred from the date of **your** refusal to accept that opinion; unless

## Prosecution Defence Costs Extension

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- ii) **you** obtain an independent barrister's opinion at **your** own expense which contradicts the opinion that **we** have obtained; in which case
- iii) **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at our expense, as to the prospects of success in defending the prosecution.

If the opinion of the Queen's Counsel agrees with **your** Barrister's opinion then **we** will continue to support **your** defence, but if it does not **we** will withdraw **our** support for **your** defence and be under no further obligation to **indemnify you** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **your** rights under Claims Condition 6. Arbitration on page 35, nor (if **you** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "How to make a complaint" on page 8.

5. In the event that **you** are dissatisfied with service provided by the appointed legal representative:

- i) during the proceedings **you** should raise this with them in the first instance. If **you** remain dissatisfied and they;
  - a) are a member of **our** panel **you** can complain to **us** by following the complaints procedure in "How to make a complaint" on page 8;
  - b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
    - this could prolong the court case;
    - whilst the consequences could be to your advantage they might be to your disadvantage;
    - this is likely to incur increased costs for which **we** would only **indemnify you** if **you** have made **us** aware of your dissatisfaction and if **we** have given **our** written consent to replacement before it happens.

Nothing in this sub-paragraph 5.i)b) removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - a) are a member of **our** panel **you** may complain to us by following the complaints procedure in "How to make a complaint" on page 8
  - b) were **your** own appointment **you** can complain to them and if **you** remain dissatisfied you can refer your complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk).

### Exclusions

**We will not indemnify you:**

- i) against liability for fines or penalties of any kind;
- ii) against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the **applicable legislation** having regard to the nature and circumstances of that act or omission;
- iii) against liability for costs and expenses in defending a prosecution where **indemnity** is provided by any other insurance.

## Section D – Contractors All Risks

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### Cover

We will indemnify **you** in respect of physical loss of or damage to

#### Sub Section 1 – Contract Works

Contract Works on or adjacent to the site of any Contract including whilst in Transit

#### Sub Section 2- Owned Plant

Owned Plant anywhere within the Territorial Limits and whilst in Transit

#### Sub Section 3 – Hired in Plant

Hired In Plant against their legal liability under the terms of the hiring agreement to pay

(a) for physical loss of or damage to the Hired In Plant

(b) continuing hiring charges for the Hired In Plant following physical loss or damage insured under (a)

whilst anywhere within the Territorial Limits and whilst in Transit

We will where legal proceedings have been defended with its written consent pay all legal expenses for which **you** may be liable

#### Sub Section 4 – Employees Tools and Personal Effects

Employees Tools and Personal Effects whilst on or adjacent to the site of any Contract

### Additional Covers Applying to All Sub Sections

#### Debris Removal

1. In respect of each claim for loss or damage for which liability is accepted the cover provided by this Section extends to include costs incurred in the removal of debris and protection of the **Insured Property** following indemnifiable damage not exceeding £25,000 or 20% of the indemnifiable loss or damage whichever is the lower

#### Loss Avoidance Measures

2. Subject to the Limit(s) of Indemnity **We** will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which indemnity is provided by this Section Provided that

(a) loss or damage would reasonably be expected if such measures were not implemented (b) **we** are satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures

(c) the amount payable will be limited to the cost of loss or damage which would have otherwise occurred

(d) the terms Conditions and Exclusions of this **policy** apply as if loss or damage had occurred

#### Automatic Reinstatement

3. Sums Insured or Limits of Indemnity will be reinstated from the date of occurrence of any claim subject to an additional premium

**We** will waive the additional premium if the cost of the claim does not exceed £25,000

#### Expediting Costs

4. **We** will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair reinstatement or replacement of **Insured Property** as a result of indemnifiable loss or damage provided that the **our** liability shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

#### Repair Costs Investigation

5. With **our** prior written agreement **we** will pay costs relating to repair investigations and tests following indemnifiable damage to **Insured Property** by consulting engineers not exceeding £25,000 in any one Period of Insurance

**We** shall not be liable under this Additional Cover for fees incurred in preparing a claim under this **policy**



## Section D – Contractors All Risks

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### Additional Cover applying to Sub Section 1

#### Additional Interests

1. The interest of any Employer Principal Contractor or Sub Contractor but only to the extent to which that interest is required to be insured by the terms of the Contract

#### Plans and Documents

2. Clerical costs necessarily incurred in re-writing or reproducing plans drawings or other Contract documents damaged within the Territorial Limits provided that **our** liability shall not exceed £25,000 in respect of any one occurrence of physical loss or damage

#### Maintenance

3. Physical loss of or damage to the permanent works occurring

(a) during the maintenance period or defects liability period not exceeding 12 months in duration specified in the conditions of the Contract arising from a cause occurring whilst in transit or at the site prior to the commencement of the defects liability period but after the inception date of the **policy**

(b) by a cause occurring within 14 days after the issue of a certificate of completion or for which the Contractor is responsible under the conditions of contract

(c) by the Contractor during the course of any operations carried out by it for the purpose of complying with its obligations under the provisions of the contract in respect of any defects liability period

#### Show Houses and Contents

4. Physical loss of or damage to

(a) Show Houses

(b) Contents of Show Houses subject to a limit of £50,000 any one Show House

#### Dismantling or Demolition

5. In substitution for Additional Cover Applying to All Specifications (Debris Removal)

The **costs and expenses** necessarily incurred in respect of

(a) removal of debris

(b) dismantling or demolition

(c) shoring or propping up

(d) clearance of drains and sewers

(e) dewatering

resulting from physical loss of or damage to Sub Section 1 of the **Insured Property** and for which there is liability under this **policy**

Cover also extends to include the cost of removal of debris arising from unauthorised tipping or inundation of the site but only occurring after commencement of the Contract

Provided that **our** liability in respect of this Additional Cover shall not exceed 10% of the Estimated Original Contract Price

#### Off Site Storage

6. Materials and goods for which **you** are responsible (other than items of stock **property** materials or equipment intended for sale) intended for inclusion in any Contract Works covered by this **policy** whilst temporarily stored within the Territorial Limits provided that **our** liability in respect of this Additional Cover shall not exceed £100,000 any one loss

#### Architects Surveyors and Consulting Engineers Fees

7. Architects Surveyors Consulting Engineers and other professional fees necessarily incurred in the reinstatement of Sub Section 1 of the **Insured Property** consequent upon its destruction or damage but not incurred for the preparation of a claim

#### Local Authorities Clause

8. The additional cost of reinstatement of Section 1 of the **Insured Property** which has been lost or damaged as may be incurred solely by reason of necessity to comply with European Union Legislation for building and other regulations under or framed in pursuance of any Act of Parliament or with the Bye-Laws of any Municipal or Local Authority but excluding

(a) costs incurred in complying with any of the said Regulations or Bye-Laws

(i) in respect of damage occurring prior to the granting of this extension under which notice has been served on

## Section D – Contractors All Risks

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**you** prior to the occurrence of the physical loss or damage

(ii) in respect of undamaged **property** or portions of undamaged **property** other than foundations

(b) the amount of any tax rate duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with any of the said Regulations or Bye-Laws

The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site subject to **our** liability under this Additional Cover not being thereby increased

### **Completed Pending Sale – Private Dwelling Houses**

9. Physical damage to private dwelling houses constructed as part of the contract for one hundred and eighty days from completion of the individual house or until the date of sale whichever occurs first

### **Contract Conditions**

10. If required by the terms and conditions of the Contract (subject to any Exclusions) cover is extended to include the period of 14 days following the issue of a certificate of completion

This extension does not cover any loss or damage caused by or arising out of the use or occupation by the employer purchaser or principal nor their agents servants or any other contractors (not being employed by you) of the part of the **property** Insured under Sub Section 1

## **Additional Cover applying to Sub Sections 2 and 3**

### **Immobilised Plant**

1. Costs necessarily incurred in the recovery of unintentionally immobilised plant or equipment (other than plant or equipment working underground or underwater) provided that recovery is not necessitated by or in consequence of

(a) its own electrical or mechanical breakdown derangement failure or explosion

(b) failure to maintain **Insured Property** in accordance with manufacturers recommendations

subject to a limit of

(i) £25,000 in respect of any loss or series of losses arising from a single occurrence or

(ii) The sum which would have been payable had the costs not been incurred

Provided that **We** shall not be liable for loss or damage caused by the process of recovery

### **Contents Of Site Huts**

2. Contents of site huts subject to a maximum of £5,000 excluding

a) computers and peripheral equipment

b) items excluded elsewhere in this **policy**

## Section D – Contractors All Risks

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### Definitions applying to this Section

#### **Territorial Limits**

United Kingdom the Republic of Ireland the Channel Islands or the Isle of Man

#### **Free Issue Materials**

Materials supplied to you for incorporation into the Contract Works and for which they are responsible but which have not been included in the final valuation of the Work provided that the value of Free Issue Materials shall be included in any declaration made under the Premium Adjustment Condition of this Specification

#### **Transit**

The carriage of the **Insured Property** to or from the site of any Contract including loading on to and unloading from the conveyance used excluding any Transit by sea or air

#### **Contract**

Any Contract or undertaking of **you** detailed in The Schedule not exceeding twelve months (excluding the maintenance period) undertaken by **you** anywhere within the Territorial Limits where the Original Estimated Contract Price does not exceed the Sum Insured in respect of Sub Section 1 of the **Insured Property**

#### **Contract Works**

Works undertaken in performance of the Contract including Works Temporary Works and Materials (including Free Issue Materials)

#### **Original Estimated Contract Price**

The estimated or quoted value of the Contract Works prior to commencement including any other costs in connection with the Contract

#### **Owned Plant**

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment site huts cabins or similar contractors plant and equipment owned by **you** unless specifically described otherwise under Sub Section 2 of The Schedule

#### **Hired In Plant**

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment site huts cabins or similar contractors plant and equipment hired In by **you** unless specifically described otherwise under Sub Section 3 of The Schedule

Hired In Plant shall not include any Contractors Plant or equipment on a hire purchase lease agreement or that which is on free loan to **you**

#### **Employees Tools and Personal Effects**

**Employees Tools and Personal Effects** for which **you** are responsible

#### **Insured property**

Wherever the term Insured Property is used in this Section it shall mean only that **property** insured by this Section and described in The Schedule

## Section D – Contractors All Risks

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### Conditions applying to all Sub Sections

#### Premium Adjustment Clause

1. The deposit premium paid for this insurance is provisional and has been calculated on estimates given by **you**. **You** shall keep accurate records containing all relevant particulars and shall make these available to **us** at any reasonable time.

**You** shall also within reasonable time following the expiry of each **period of insurance** supply to **us** all relevant information to enable the correct premium to be calculated and the relevant difference be charged or allowed subject to a minimum retention by **us** of 75% of the Deposit Premium.

#### Multiple Lifting Operations

2. For the insurance provided under this **policy** to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this **policy** or not) the lifting operation must be conducted in accordance with BS7121.

#### Application of Heat

3. It is a Condition of this insurance that the following precautions should be taken when open heat sources or naked flames are used:

a) Blow Lamps Blow Torches Welding and Cutting Equipment

i) The area in which they are to be used is first cleared of loose combustible materials and any fixed combustible material should be protected with asbestos blankets or other similar equipment ii) A suitable

fire extinguisher of 7lb or equivalent capacity is kept available for immediate use

iii) Blow lamps and blow torches are lit for as short a time as possible before use and extinguished immediately after use

iv) Lit blow lamps or blow torches are never left unattended v) Blow lamps are filled only in the open

b) Vessels for the Heating of Bitumen or Bituminous Compounds

i) Vessels are continuously attended whilst heating is taking place

ii) Vessels are only used in the open whilst heating is taking place

iii) If Vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible materials of not less than 10 feet square placed under the vessel before heating takes place

iv) A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets full of sand are kept available for immediate use

The area in which such equipment has been used is to be thoroughly examined one hour after the end of each period of work to ensure that there are no signs of fire.

#### Liability

4. a) No liability shall attach to this **policy** for any physical loss or damage not notified to **us** within 3 calendar months of the occurrence

b) No liability shall be admitted and no offer promise or payment be made without **our** written consent

#### Loss Reduction

5. **You** shall carry out and permit to be taken any action which may be reasonably practicable to prevent further loss or damage.

### Conditions applying to Sub Section 1

#### Insured Contracts

1. The insurance provided under Section 1 of Cover applies during the **period of insurance** to any Contract that is current at the beginning of the Period of Insurance and any Contract that is undertaken during the Period of Insurance.

**Our** Liability shall cease at the end of the Period of Insurance unless specifically allowed for elsewhere within this **policy** or upon cancellation of the insurance at any time during The Period of Insurance.

#### Housing Grants Construction and Regeneration Act 1996 (Adjudication scheme)

2. **You** shall upon the receipt of a Notice of Adjudication relating to any circumstances which has given rise to a claim under this **policy** provide immediate notice (or on the first working day thereafter) thereof by telephone to **us**.

A Notice of Adjudication means any notice issued by a party to the Contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating the intention to refer a dispute under the Contract to adjudication.

## Section D – Contractors All Risks

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### Conditions applying to Sub Sections 2, 3 and 4

#### Losses From Vehicles Limitation

1. Our liability in respect of losses of machine attachments power tools hand tools and manually powered implements from vehicles shall not exceed £5,000 in aggregate across sub sections 1, 2 and 3 of this Specification prior to the application of the Excess in respect of any one loss or series of losses arising from one event involving theft or malicious damage

### Conditions applying to Sub Section 2

#### Hiring Conditions

1 Whenever Owned Plant is let out on hire the hire shall be subject to  
(a) written conditions which make the hirer responsible for physical loss or damage  
or  
(b) specific conditions agreed by us in writing and endorsed hereon

### Conditions applying to Sub Section 3

#### Hiring Conditions

1. The insurance provided by this Section will indemnify you to the extent required by  
(a) the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous or  
(b) specific conditions agreed by us in writing and endorsed hereon  
In the event of a loss involving hire conditions more onerous than those covered by this Specification the indemnity provided will be limited to liability under (a) or (b) above as applicable  
Any Hired In Plant which is re-hired must be hired out under conditions no less onerous than those of the original hire to you

### Exclusions applying to all Sub Sections

We shall not be liable for

#### Penalties or Consequential Losses

1. Liquidated damages penalties under contract for guarantees of performance or efficiency delay or non-completion or consequential loss or damage of any kind or description unless specifically provided for elsewhere within this policy

#### Unexplained Losses

2. Unaccountable losses or losses discovered on the occasion of checks or inventories unless you can produce reasonable proof that such losses are as a result of an identifiable incident

#### Road Vehicles

3. Loss of or damage to:-  
(a) licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than  
(i) contractors plant used solely as a tool of trade  
(ii) as specifically provided for elsewhere within this policy  
(b) Quad bikes or motorcycles

#### Money or Guarantees of Money

4. Cash notes postal orders or money orders cheques stamps or other securities for money

#### Breakdown

5. Loss of or damage to any Insured Property from its own explosion mechanical or electrical failure or breakdown other than where you are responsible for such loss under the terms of a hiring agreement

#### Cessation of Works

6. Physical loss or damage where work ceases on the site of the Contract for a continuous period exceeding 30 days unless expressly agreed by us in writing

#### Loss Or Damage Underground Or Underwater

7. Loss or damage nor abandonment or recovery costs in respect of any item of Insured Property underground or underwater

## Section D – Contractors All Risks

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### Exclusions applying to Sub Section 1

#### Completed Pending Sale

1. Physical loss of or damage to any part of Sub Section 1 of the **Insured Property** after completion pending sale or lease except as provided for under any relevant Additional Cover applying to Sub Section 1

#### Completed Taken Into Use

2. Physical loss of or damage to any part of Sub Section 1 of the **Insured Property** after such **property** has been completed handed over taken into use or for which a Certificate of Completion has been issued other than as provided for under any relevant Additional Cover applying to Sub Section 1

#### Existing Structures

3. Physical loss of or damage to any **property** or part of any **property** which has formed part of any structure prior to commencement of the Contract

#### Defective Property

4. Physical loss of or damage to and the costs necessary to replace repair or rectify **Insured Property**

(a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such

**Insured Property** or any part thereof

(b) which is necessary to enable the replacement repair or rectification of **Insured Property** excluded by 4(a) above

Exclusion 4(a) shall not apply to other **Insured Property** which is free of the defective condition and is damaged as a consequence thereof

For the purpose of the **policy** and not merely this Exclusion the **Insured Property** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design specification materials or workmanship in the **Insured Property** or any part thereof

#### Refractory Linings

5. Loss of or damage to refractory linings from the first application of heat

#### Non-Ferrous Metals

6. Loss resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either

(i) an authorised **employee** of **you** is actually on the site or

(ii) such **property** is contained in a securely closed and locked hut or building

#### Loss Or Damage At Your Own Premises

7. Loss or damage (other than during loading for despatch to or unloading upon return from a Contract site) to **Insured Property** covered under Sub Section 1 occurring at premises owned leased rented or occupied by **you** their sub- contractors or manufacturers of any materials which are for incorporation into the Contract Works

### Exclusions applying to Sub Sections 2 and 3

#### Excluded Parts

1. Loss of or damage to

(a) brickwork masonry foundations and supporting structures

(b) tyres tools cutting edges moulds dies patterns non-metallic linings glass pulverising and crushing surfaces flexible pipes trailing cables drive belts or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured loss or damage for which liability has been accepted by **us** under this Specification

(c) underground or buried piping

(d) safety or protective devices due to their functioning

### Exclusions applying to Sub Section 4

#### Articles of Jewellery

1. Loss of or damage to gold or silver articles jewellery or watches

## Section D – Contractors All Risks

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### Limits of Liability

The total amount payable by **us** in respect of any claim irrespective of the number of parties insured by the **policy** shall not exceed in whole the total Sum Insured or in respect of any item of **Insured Property** its Sum Insured or any other stated limit.

For the purpose of the Sum Insured/Limit of Liability or Indemnity all of the parties insured under this **policy** shall be treated as one party or legal entity so that there will be only two parties to the Contract of insurance namely **us** and **you** both as defined herein

**Our** liability in respect of any one loss or series of losses arising from any one occurrence under

#### Sub Section 1

Shall not exceed 115% of the Original Estimated Contract Price or Maximum Contract Price stated as the Sum Insured in The Schedule including the value of Free Issue Materials plus any amount payable under Additional Cover 5 Dismantling or Demolition

#### Sub Section 2

Shall be limited to the market value at the time of the loss of the item(s) concerned and in aggregate the Sum Insured stated in The Schedule

Subject to a maximum of the Sum Insured shown in The Schedule the amount payable for physical loss or damage in respect of Owned Plant one year old or less at the time of the loss shall be

a) Where **Insured Property** is lost or damaged to the extent that repair is uneconomic or impractical its replacement by new **property** of equal performance or capacity or if impossible its replacement by **property** having the nearest higher performance or capacity to the **Insured Property** lost or damaged

b) Where the **Insured Property** is damaged the repair of the damage and the restoration of the damaged portion of the **Insured Property** to a condition substantially the same as but not better or more extensive than its condition when new  
Provided that

(i) **Our** liability for loss or damage shall not exceed the Sum Insured or **Limit of indemnity** stated in The Schedule

(ii) Repair or replacement must be commenced and carried out expeditiously and in any event completed within six months after the loss or damage or within any further time as **we** may allow

(iii) No payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made until the cost of repair or replacement has been incurred

(iv) No payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made if at the time of any loss or damage to the **Insured Property** it shall be covered by any other insurance held by or on behalf of **you** which differs in basis of settlement from this insurance

(v) Where any **Insured Property** has an individual Sum Insured set against it in The Schedule it is separately subject to the following condition

If at the time of repair or replacement the sum representing eighty five percent of the cost which would have been incurred in repair or replacement in the event there had been a total loss exceeds the Sum Insured at the time of any loss or damage **you** shall be considered **your** own insurer for the difference and bear a rateable proportion of the loss or damage accordingly

(vi) Where by reason of the above provisions no payment is made beyond the amount which would have been payable if this basis of settlement had not been incorporated the rights and liability of **us** and **you** in respect of loss or damage shall be subject to the terms Conditions and Exclusions of this **policy** as if this condition had not been incorporated

#### Sub Section 3

Shall be limited to the Sum Insured

#### Sub Section 4

Shall be limited to the Sum Insured and the limit any one **employee**

# General Exclusions

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The following General Exclusions are applicable to all Sections of the **policy** unless stated otherwise.

## 1. United States of America and Canada

We will not **indemnify you** against **your** legal liability:

- i) in respect of any judgment award or settlement made within;
- ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to;

- iii) the United States of America or Canada; or
- iv) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **your** directors or **employees** normally resident in the **United Kingdom** under subparagraph B of the Operative Clause to Section B– Public Liability or under Extension 4 - Overseas personal liability of the Extensions applicable to Section B.

## 2. Radioactivity

We will not **indemnify you** against **your** legal liability directly or indirectly caused by or contributed by or arising from;

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

provided that in respect of claims arising out of injury which form the subject of **indemnity** under **Error! Reference source not found.** this exclusion will only apply to the legal liability;

- a) of any party or their personal representative to whom **indemnity** is granted under *Extension 1 - Defective premises*; or
- b) assumed by **you** under any agreement which liability would not have arisen in the absence of that agreement.

## 3. Punitive Damages, Penalties and Fines

We will not **indemnify you** against **your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

## 4. Contractual Liability

We will not **indemnify you** against **your** legal liability which is assumed by **you** under agreement unless liability would have arisen in the absence of that agreement.

## 5. War

We will not **indemnify you** against **your** legal liability directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 6. Computer Hacking or Misuse

We will not **indemnify you** against **your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in;

- a) actual or anticipated publication of data including but not limited to privileged information or sensitive personal data;
- b) actual or suspected theft of data including but not limited to privileged information and sensitive personal data;

except to the extent of the **indemnity** provided under “*Extension 5 - Data Protection Legislation*” of Section B – Public Liability.



# General Exclusions

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The following General Exclusions are not applicable to Section A – Employers' Liability

7. **Excess**

We will not **indemnify you** against **your** legal liability for the first amount equal to the **excess** stated in the **schedule**.

8. **Computer Systems**

We will not **indemnify you** against **your** legal liability arising out of failure of any computer system, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

9. **Asbestos**

We will not **indemnify you** against **your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use 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 been operative in the sequence of events resulting in a loss.

10. **Due Care**

We will not **indemnify you** against **your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or damage to **property**.

11. **Liquidated Damages and Contractual Remedies**

We will not **indemnify you** against **your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **you** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

12. **Terrorism**

We will not **indemnify you** against **your** legal liability directly or indirectly caused by or arising out of **terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

13. **Pollution**

We will not **indemnify you** against **your** legal liability caused by or arising out of **pollution**, but we will **indemnify you** under *Section B- Public Liability or Section C Products Liability* against liability in respect of accidental **bodily injury** or accidental loss of or damage to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that;

- i) all **pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) we will not **indemnify you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
- iii) nothing in these provisos will increase **our** liability to pay more than the limits of indemnity specified in the **schedule** in total in respect of damages costs fees and expenses-awarded against **you** during the **period of insurance**.

14. **Employees**

We will not **indemnify you** against your legal liability for **bodily injury** to any of **your employees** arising out of and in the course of employment by **you** in **your business**.

# Claims Conditions

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Claims Conditions 1 and 2 are conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet either of these conditions and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your policy** may not be valid.

## 1. Notification

*Not applicable to Section D- Contractors' All Risks*

**You** must give notice in writing to **us** as soon as reasonably practicable of any event or occurrence that may give rise to a claim under this **policy** and give all additional information as **we** may reasonably require. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **us**, unanswered if a claim for liability is made against **you**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.

*Applicable to Section D- Contractors' All Risks only*

In the event of any occurrence giving rise or likely to give rise to a claim **you** or **your** representative shall

- a) as soon as practicable notify **us** giving full particulars and information and notify the Police in the event of loss where **you** have reason to believe a criminal offence has been committed
- b) take all reasonable action to prevent or minimise the loss and prevent further loss or damage

**We** shall not be liable for any further damage resulting from the continued use of the **insured property** until repaired to **our** satisfaction

- c) retain any damaged property or parts
- d) when required to do so but in any event no later than 30 days after the expiry of any **Indemnity** Period deliver to **us** a statement in writing of all particulars and details relating to the incident and other evidence as may be required

No claim shall be paid until **you** have complied with this Condition.

- e) no liability shall attach to this **policy** for any physical loss or damage not notified to **us** within 3 calendar months of the occurrence
- f) no liability shall be admitted and no offer promise or payment be made without **our** written consent

## 2. Claims handling

**You** must not make any admission, offer, promise or payment without **our** written consent.

**We** will be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for **indemnity** or damages or otherwise.

**We** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

**You** must give all information and assistance as **we** may reasonably require.

*Applicable to Section D- Contractors' All Risks only*

**You** shall carry out and permit to be taken any action which may be reasonably practicable to prevent further loss or damage

## 3. Claims settlement

*Applicable to Section D- Contractors' All Risks only*

- a) **We** may at **our** option repair reinstate replace or pay in money for any loss or damage covered by this **policy**

The amount stated as the **excess** or the loss sustained by **you** during any Time Exclusion

shown in a relevant Schedule will be deducted from the settlement and borne by **you**

- b) Without prejudice to liability **We** may proceed with minor repairs subject to compliance with Condition 8
- c) **We** shall be entitled to take over defend or settle any claim in the **your** name
- d) to the extent that **you** are accountable to the tax authorities for Value Added Tax all claims settlements shall be exclusive of such tax

### Payments on account

Notwithstanding General Condition 8 where liability is accepted **you** shall be entitled to receive interim payments as agreed between **you** and **us**

## 4. Discharge of liability

**We** may at any time pay to **you** in connection with any claim or series of claims under this **policy** to which an **indemnity** applies the **limit of indemnity** (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **we** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **our** consent before the date of payment (unless the **limit of indemnity** is stated to be inclusive of defence costs).

However, if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **limit of indemnity** and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the **limit of indemnity** under this **policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

# Claims Conditions

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## 5. Other insurance

If in respect of any claim under this **policy** there is any other insurance or **indemnity** in **your** favour in force relative to that claim, or there would be but for the existence of this **policy**, **our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **policy**) in respect of that claim but always limited to the applicable **limit of indemnity** stated in this **policy** or the **schedule**.

## 6. Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted by **us**) this difference will be referred to an arbitrator to be appointed by **you** and **us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on page 11.

However, **you** may not need to engage in arbitration if **you** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **you** follow the complaints procedure, all of which is contained in How to make a complaint on page 8

## 7. Remedy for fraud

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the **policy** from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

## 8. Breach of the duty of fair presentation

### A. Remedy for breach of the duty of fair presentation

A non-disclosure or misrepresentation is "deliberate or reckless" if:

- a) in the case of a misrepresentation, **you** knew it was untrue or misleading, or did not care whether it was untrue or misleading;
- b) in the case of a non-disclosure, **you** knew that the matter to which the non-disclosure related was material to **us**, or did not care whether or not it was material to **us**.

The burden will be on **us** to prove all matters set out in this condition.

### B. Remedy for deliberate or reckless breach of the duty of fair presentation

If **you** deliberately or recklessly breach **your** duty of fair presentation of the risk this **policy** will be avoided from its start date and no premium will be returned.

### C. Remedy for breach of the duty of fair presentation which is neither deliberate nor reckless

If **your** breach of the duty of fair presentation of the risk was neither deliberate nor reckless, and had **we** known the information which led to the breach from the start of the **policy** or at the time of its renewal, **we**:

- a) **would not have entered into the contract:**  
**we** will cancel the policy and refuse to pay any claim, however, **we** will return any premiums paid.
- b) **would have applied different terms:**  
**we** will apply those different terms from the date **we** discover the breach.
- c) **would have charged a higher premium:**  
**we** will charge an additional premium calculated from the start of the **period of insurance**.
- d) **would have charged a higher premium and applied different terms:**
  - i) **we** will charge an additional premium (calculated from the start of the **period of insurance**); and
  - ii) apply additional terms from the date **we** discover the breach.

# General Conditions

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The following General Conditions are applicable to all Sections of the **policy** unless stated otherwise.

## 1. Adjustment of premium

*Not applicable to Section D- Contractors' All Risks*

Where the premium is provisionally based on **your** estimates **you** must keep accurate records and within ninety (90) days of the expiry of the **period of insurance** declare actual values as **we** require. The premium will then be adjusted and any difference paid or allowed to **you**, except that if the premium stated in the **schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **schedule**, a rebate of premium will not be paid to **you**. Where the estimates include remuneration to **employees**, the required declaration must also include remuneration to all persons defined as **employees** by this **policy**. Failure to declare these particulars to **us** will entitle **us** to estimate those actual values if **we** so wish and to assess further premium payment due calculated on **your** original estimated values.

The following is a condition of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your policy** may not be valid.

## 2. Change of risk

*Not applicable to Section D- Contractors' All Risks*

**You** must give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **policy** and until **we** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **you** have paid or agreed to pay the additional premium (if any) **we** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

*Applicable to Section D- Contractors' All Risks only*

The Insurance under this **policy** may be avoided if

- a)
  - i) **you** become the subject of voluntary or involuntary rehabilitation proceedings or
  - ii) become the subject of an action in bankruptcy or makes or
  - iii) propose any arrangement with **your** creditors which acknowledges their insolvency
- b) **your** interest ceases other than by death
- c) any alterations are made either in **your** business or in the premises or property whereby the risk of loss or damage is increased
- d) any loss minimising factors in existence at the commencement of the insurance are reduced discontinued or not maintained unless its continuance be accepted by **us** and the **policy endorsed** accordingly