



R&Q Commercial Risk Services Limited

Contractors' All Risks and Liability Combined Insurance Policy Wording

August 2020

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Important Helplines and Information

Claims

For Sections 1 and 2

Your claims will be dealt with by **Argenta Claims Management at Woodgate & Clark**, The Red House, King Street, West Malling, Kent ME19 6QT

Your claims should be notified by

Email: argenta@woodgate-clark.co.uk

Phone: 01732 520272

Eligible claims should be submitted directly via the Claims Portal.

Claims Portal registration number: C00588

For Sections 3

Your claims will be dealt with by **HSB Engineering Insurance Ltd**

Your claims should be notified using the contact numbers listed below.

Telephone: +44 (0)161 817 2114

Fax: +44 (0)161 817 2119

Email: newloss@hsbeil.com

For full details of how to make a claim please refer to **Section 6 – Claims Procedure**.

Welcome

Introduction to Your Contractors All Risk and Liability Combined Insurance

This document of insurance, the Schedule and any endorsements applying to this insurance form Your Contractors' All Risks and Liability Combined insurance Policy.

This document sets out the conditions of the contract of insurance between You and the Insurers.

Please read the document carefully, it is laid out in Sections. It is important that:

You understand what each Section covers and does not cover;

You understand Your own duties under each Section and under the insurance as a whole.

If there is anything You do not understand or any aspect of the Policy does not meet Your requirements You should contact the Insurance Broker who arranged this Policy for You.

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 1 and 2 are underwritten by: Argenta Syndicate Management Limited

Argenta Syndicate Management Limited is a limited company registered in England under company number 3632880. Registered Office: 5th Floor, 70 Gracechurch Street, London EC3V 0XL. Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

Section 3 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 Broker

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. Claims contact numbers can be found under the Important Helplines Section of this document.

See also Section 6 – **Claims Procedure** and **Enquiries and Complaints Procedure**.

Your obligations

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

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

If the Insurer establishes that You provided the Insurer with false, incomplete or misleading information, it can adversely affect Your Policy and any claim.

For example:

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

So, as an example: if the premium the Insurer actually charged was £250 (two hundred and fifty pounds) and the higher premium the Insurer would have charged was £1,000 (one thousand pounds), then the premium the Insurer actually charged represents 25% (twenty-five percent) of the higher premium the Insurer would have charged and the Insurer shall only pay 25% (twenty-five percent) of any claim;

- The Insurer may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to Your Broker. The Insurer will only do this if the false, incomplete or misleading information means that the Insurer provided You with insurance cover when the Insurer would not otherwise have offered it at all had the risk been fairly presented;
- if the Insurer would have written the risk on different terms had it been fairly presented, the Insurer may amend the Policy to include these terms. The Insurer may apply these amended terms as if they were already in place before a claim is made;
- The Insurer may cancel Your Policy in accordance with its cancellation provisions

The Insurer will write to You if the Insurer:

- Intends to treat Your Policy as if it never existed; or
- Amends the terms of Your; or
- reduces Your claim in accordance with the above

If You become aware that information You have given the Insurer is inaccurate or incomplete, You must inform The Insurer as soon as practicable.

IMPORTANT REMINDER

It is important that:

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

Your Policy

This Policy is a legally binding contract which You have made with the Insurers.

The Insurers have agreed to provide the insurance described in this Policy or in any Endorsement applying to this Policy for the Period of Insurance specified in the Schedule. The insurance provided by this Policy covers any loss, damage, destruction, accident or liability that happens during the Period of Insurance in accordance with the Sections of the Policy shown in the Schedule for which You have paid or agreed to pay the premium. The Insurers will cover or compensate You by payment or, at their option, replace reinstate or repair lost, damaged or destroyed property.

Our continued acceptance of the risk is based on any changes from the original information presented being advised to and accepted by Us.

The Policy contains many Sections and the Schedule identifies the Sections that are operative. A new Schedule will be issued to record any amendments to the cover. Please refer to the replacement documents and the Policy to see what cover is currently in force. Any expression to which a specific meaning has been attached in the General Definitions Section or in any other Section of this Policy shall bear that meaning wherever it appears.

A different Insurer may provide the cover under certain Sections of this insurance. The name of the Insurer providing cover under that Section will be shown in the Section and on the Schedule.

Unless the Insurers and You agree otherwise, this Policy shall be subject to and construed solely in accordance with the law of England and Wales. The Insurers and You agree that all disputes arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

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

Signed for and on behalf of the insurers



James Wheddon
Director
R&Q Commercial Risk Services Limited

Enquiries and Complaints Procedure

We aim 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 the Insurance Broker who arranged this Policy for You.

In the event that You remain dissatisfied and wish to make a complaint and if Your complaint relates to Sections 1 or 2 You should contact:

The Complaints Manager
R&Q Commercial Risk Services Ltd
71 Fenchurch Street
London EC3M 4BS

In the event you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Telephone: 0207 327 5693
Facsimile: 0207 327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If Your complaint relates to Section 3 You should contact: in the first instance the Head of R&Q Commercial Risk Services Limited at:

The Commercial Manager
R&Q Commercial Risk Services Limited
1 Cornhill
London
EC3V 3ND
Phone: + 44 (0) 20 7780 5850

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to Your satisfaction please send your complaint to:

The Customer Relations Leader
HSB Engineering Insurance Limited
Chancery Place,
50 Brown Street,
Manchester
M2 2JT
Phone: 0845 345 5510
Fax : 0845 345 5610
E Mail: complaints@hsbeil.com

If Your Complaint relates to any other Section and if Your complaint is about the way in which the Policy was sold to You or whether it meets Your requirements, You should contact the Insurance Broker who arranged the Policy for You.

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

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

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

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Financial Services Compensation Scheme (FSCS)

R&Q MGA Limited, Argenta Syndicate Management Limited and HSB Engineering Insurance Limited are all covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Important Note

Where R&Q Commercial Risk Services Limited deals with you through a retail agent in respect of any claims referred by You to the R&Q Commercial Risk Services Limited R&Q Commercial Risk Services Limited acts as agent for the Insurers and not for You.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

Data Privacy Notice

We may use personal information in order to write and administer this policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk R&Q Commercial Risk Services Limited are underwriting on Our behalf or services the being provided or to a claim that is being reported.

We are part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to Our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the insurer uses personal information. For more information, please refer to Our Data Privacy Notice, which can be found on:

Sections 1 and 2

<http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

Section 3

<https://www.munichre.com/HSBEIL/service/privacy-statement/index.html>

All Sections

<http://www.rqcrs.com/about-us/data-protection/>

A paper copy of the full Data Privacy Notice can be obtained by contacting:

Sections 1 and 2

by writing to:

Data Protection Officer
Argenta Syndicate Management Limited
5th Floor
70 Gracechurch Street
London EC3V 0XL

Section 3

by email from dataprotection@hsbeil.com or by writing to:

Data Protection Manager
New London House
6 London Street
London
EC3R 7LP

All Sections

by writing to:

The Commercial Manager
R&Q Commercial Risk Services Limited
1 Cornhill
London
EC3V 3ND

EMPLOYERS' LIABILITY TRACING OFFICE

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), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database, (the Database').

This information will be made available in a specified and readily available form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. 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 the 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) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

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

General Definitions

These Definitions apply to all Sections of the Policy unless stated otherwise. Other Definitions are contained within the Sections of the Policy where they apply.

Business

Your Business as described in the Schedule including

- a) the ownership, repair and maintenance and decoration of Your premises
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee
- c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse

Consequential Loss

Any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any Damage to any property whatsoever.

Damage

Loss destruction or damage.

Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Employee

- (a) a person under a contract of service or apprenticeship with You or who is retired from full-time employment with You but who is still working for You as a consultant under Your control or direction
- (b) a labour master or labour only sub-contractor or person supplied or employed by them
- (c) a self employed person
- (d) a person hired to or borrowed by You including but not limited to a person on secondment from another employer
- (e) a person under a work experience or training scheme
- (f) voluntary workers
- (g) a person supplied to You under a contract or agreement the terms of which deem such person to be in Your employment

whilst working under Your direction and control in connection with the Business

Excess

In respect of Sections 1 and 2

The total amount inclusive of claimant's costs fees and expenses as stated in the Schedule payable by You or any other person entitled to receive indemnity before We are liable to make any payment

It being agreed that if any payment made by Us shall include this amount such amount shall be repaid to Us forthwith

In respect of Section 3

The first amount of each and every claim (as shown in the Schedule) for which You are responsible.

FCA

The Financial Conduct Authority or any successor body or bodies to it.

Goods

Goods or products (including containers, labelling instructions or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by You in the course of the Business

Injury

Death, bodily injury, illness or disease of or to any person.

Lloyd's

Lloyd's of London or any successor body or bodies to it

Offshore

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Period of Insurance / Policy Period

The period shown in the Schedule and any subsequent period for which We accept Your premium.

Policy

The Policy and Schedule and any endorsements attached or issued.

PRA

The Prudential Regulation Authority or any successor body or bodies to it.

Premises

The building(s) and land within the boundaries at the address (es) shown in the Schedule.

Product

Any property (including packaging, containers and labels) after it has left Your custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by You or on Your behalf

Proposal

The signed Proposal or Statement of Fact for (however described) and any additional information submitted to the Insurer by You or on Your behalf.

Terrorism

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

We/ Insurer/ Our/ Us

Argenta Syndicate 2121 at Lloyd's (Sections 1 and 2)
HSB Engineering Insurance Limited (Section 3)

You, Your, Yours, Insured:

The person(s), company or group of companies, or legal liability partnership stated in the Schedule as The Insured.

Legislation

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

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

Consumer Protection Act 1987	Designed to protect consumers from products that do not reach a reasonable level of safety.
Contracts (Rights of Third Parties) Act 1999	Makes provision for the enforcement of contractual terms by third parties.
Corporate Manslaughter and Corporate Homicide Act 2007	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
Defective Premises Act 1972	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
Defective Premises (Northern Ireland) Order 1975	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
EU Environmental Liability Directive	Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.
Food Safety Act 1990	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
Health and Safety at Work (Northern Ireland) Order 1978	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.
Road Traffic Act 1988	Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.
Road Traffic Northern Ireland Order 1981	Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

Operative and Indemnity Clause for Sections 1 Employers Liability and 2 Public and Products Liability

We will indemnify You against:

- 1 Your liability to pay damages (including claimants' costs fees and expenses)
- 2 all costs fees and disbursements You incur with Our prior written consent in the defence or settlement of any claim under this insurance (hereinafter called "Defence Costs")

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings (including any appeal) relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business in respect of matters which may form the subject of indemnity by this insurance (including, with Our prior consent Your directors, partners or Employees).

Provided that:

- i) We shall not be liable for any fines or penalties imposed as a consequence of such prosecution or appeal including the cost of complying with a publicity or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 arising in respect of such prosecution or appeal
- ii) We shall not be responsible for Defence Costs where at Our discretion We may require the opinion of counsel (whose appointment is at Our sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution
- iii) Our liability for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with Our prior consent otherwise) limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iv) Our liability for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 or the Food Safety Act 1990 will be limited to proceedings not consequent upon a deliberate act or omission
- v) We shall not be liable for Defence Costs consequent upon any deliberate act or omission by
 - (i) You
 - (ii) any of Your partners or directors
 - (iii) any Employee with any specific responsibility for compliance with the legislation specified abovewhich could reasonably have been expected to constitute a breach of the legislation specified above

The indemnity applies only to such liability as defined by each insured Section arising out of the Business specified in the Schedule subject always to the terms of such Section and of the insurance as a whole

Section 1 – Employers’ Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown on page 10 also apply to this Section. The General Conditions in Section 4 and General Exclusions in Section 5 also apply to this Section.

Definitions

Principal

Any individual, firm, company, ministry or public authority or government body for whom You are undertaking a contract.

Territorial Limits

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above

Cover

We will indemnify You in accordance with the Operative and Indemnity Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule within the Territorial Limits. Provided that Our liability to pay damages (including claimants’ costs fees and expenses) and Defence Costs shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

Conditions

1. Rights of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law ordinance or statute.

2. Employers Liability Certificates

If this policy or this Section is cancelled any certificate of Employer’s Liability insurance is cancelled at the same time.

Section 1 – Employers’ Liability

Extensions

1. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in any court situated within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

- (i) in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course the Business, and
- (ii) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and
- (iii) payment remaining unsatisfied in whole or in part six months after the date of such judgement,

at Your request We will pay to the Employee or personal representative of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement including damages and costs to Us

2. Indemnity to Principal

Where You so request, We agree to indemnify any Principal but only to the extent that such liability arises solely out of the work performed for the Principal by You or on Your behalf. Provided that the Principal shall be subject to and comply with the terms and Conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

3. Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this insurance We will provide compensation at the following rates per day on which attendance is required

- | | | |
|-----|--|------|
| (a) | You or any of Your directors or partners | £500 |
| (b) | any Employee | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance

4. Exhibitions

We will indemnify You in respect of liability arising out of Your attendance at exhibitions and trade fairs during the Period of Insurance and within the Territorial Limits applicable to each Section.

Section 1 – Employers’ Liability

5. Additional Persons Insured

- (a) In the event of the death of any person entitled to indemnity under this insurance, We will indemnify in the terms of this Policy the deceased’s legal personal representatives but only in respect of liability incurred by such deceased person

- (b) At Your request indemnity will be extended to:
 - (i) any of Your directors, partners or Employees in respect of liability arising in connection with the Business

 - (ii) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity

 - (iii) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this insurance if the claim had been made against You

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely You and Us.

Section 1 – Employers' Liability

Exclusions

What is not covered (see also General Exclusions):

We will not cover You in respect of:

1. Terrorism

We will not pay for liability directly or indirectly caused by, resulting from or in connection with

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

Notwithstanding the foregoing it is agreed that this exclusion will not apply to damages payable by You for any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause up to a limit of £5,000,000 inclusive of all costs and expenses.

Section 2 – Public Liability and Products Liability

Sub-Section 2(a) – Public Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown on page 10 also apply to this Section. The General Conditions in Section 4 and General Exclusions in Section 5 also apply to this Section.

Definitions

Pollution

Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants.

Principal

Any individual, firm, company, ministry or public authority or government body for whom You are undertaking a contract.

Property

Material property but not including Data

Territorial Limits

(a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf;

(b) elsewhere in the world in respect of temporary Business visits undertaken by any director, partner or Employee normally resident in the territories defined in (a) above provided such person is engaged in non-manual work

Cover

We will indemnify You in accordance with the Operative Clause for

1. Accidental Injury
2. Accidental Damage to Property
3. Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
4. Wrongful arrest, false imprisonment or false eviction

occurring during the Period of Insurance as stated in the Schedule within the Territorial Limits and in the course of the Business. Provided that Our liability to pay damages shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

Section 2 – Public Liability and Products Liability

Conditions

1. Costs Inclusive in USA and Canada

Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule

2. Application of Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Sections 2(a) and 2(b), each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences.

3. Excess

The Excess will be payable before We shall be liable to make any payment.

Extensions

1. Defective Premises Act

We will indemnify You in respect of liability arising during the Period of Insurance under the Defective Premises Act 1972 or similar legislation in relation to any business premises or land of which You have disposed.

Provided that

- (a) such liability is not otherwise insured, and
- (b) We shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

2. Motor Contingent Liability

Notwithstanding Exclusion 1 Motor Vehicles this insurance will indemnify You in respect of Injury or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business

Provided always that no indemnity is provided by this Extension:

- (a) in respect of Injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- (b) for Damage to any vehicle and/or contents therein
- (c) Injury or Damage arising while such vehicle is being driven by You or any Employee other than the owner of such vehicle
- (d) if such vehicle is more specifically insured
- (e) for any Employee whilst driving or in charge of such vehicle
- (f) if such vehicle is being used outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (g) if the vehicle is being used with Your general consent or that of Your representative by any person who, to Your knowledge or the knowledge of such representative, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

Section 2 – Public Liability and Products Liability

3. Overseas Personal Liability

We will indemnify You and, if You so request, any of Your directors or Employees (or immediate family accompanying You or them) against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply:

- (a) to legal liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance

4. Indemnity to Principal

Where You so request, We agree to indemnify any Principal but only to the extent that such liability arises solely out of the work performed for the Principal by You or on Your behalf. Provided that the Principal shall be subject to and comply with the terms and Conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

6. Exhibitions

We will indemnify You in respect of liability arising out of Your attendance at exhibitions and trade fairs during the Period of Insurance and within the Territorial Limits applicable to each Section.

7. Cross Liabilities

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other. Provided that Our total liability shall not exceed the stated Limits of Indemnity.

8. Data Protection Act

The indemnity provided by this insurance extends to include liability for damage and distress under Section 13 of the Data Protection Act 1998

Provided that

- (a) the liability arises from data for which You are registered under the Act and You have taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (b) You are not in business as a Computer Bureau
- (c) You do not supply data for a fee other than to a data subject
- (d) a claim is first made against You during the Period of Insurance
- (e) We will not indemnify You in respect of
 - (i) the cost of replacing, re-instating, rectifying, erasing, blocking or destroying any personal data
 - (ii) liability caused by or arising from a deliberate or intentional act or omission by You or any other party entitled to an indemnity under this insurance the effect of which will knowingly result in liability under the Data Protection Act
 - (iii) claims which arise out of circumstances notified to previous insurers or are known to You at the inception of this insurance
 - (iv) liability for which indemnity is provided under any other insurance
 - (v) any claim or claims made by or on behalf of any of Your directors or Employees in connection with employment in the Business
 - (vi) the payment of fines or penalties

9. Additional Persons Insured

- (a) In the event of the death of any person entitled to indemnity under this insurance, We will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) At Your request indemnity will be extended to:

Section 2 – Public Liability and Products Liability

- (i) any of Your directors, partners or Employees in respect of liability arising in connection with the Business
- (ii) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- (iii) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this insurance if the claim had been made against You

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely You and Us.

10. Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this insurance We will provide compensation at the following rates per day on which attendance is required

- | | | |
|-----|--|------|
| (a) | You or any of Your directors or partners | £500 |
| (b) | any Employee | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance

Section 2 – Public Liability and Products Liability

Exclusions

What is not covered (see also General Exclusions):

We shall not cover You under this Section for:

1. Motor Vehicles

We will not pay for any liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
- (b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
- (c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
- (d) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer.

2. Products Supplied

We will not pay for any liability arising out of Products supplied other than:

- (a) food or drink sold or supplied for consumption by Your directors, Employees or visitors
- (b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose

3. Air and Water Craft

We will not pay for liability arising out of the ownership possession or use by You or on Your behalf of any

- (a) aircraft or other aerial device
- (b) aerospace device
- (c) hovercraft
- (d) watercraft other than hand or sail propelled watercraft whilst being used on inland waterways

4. Care, Custody and Control

We will not pay for liability arising as a result of Damage to property owned leased or hired by You or under hire purchase or on loan to You or otherwise in Your care custody or control other than

- (a) premises (or the contents thereof) temporarily occupied by You at which You are undertaking work in connection with the Business (but no indemnity is granted for Damage to that part of the property on which You are working and which arises out of such work)
- (b) directors', partners', Employees' and visitors' clothing and personal effects including vehicles and their contents
- (c) premises tenanted by You to the extent that You would be liable in the absence of any specific agreement

5. Defective work or materials

We will not indemnify You in respect of the cost of replacing or making good faulty, defective or incorrect

- (a) workmanship, or
- (b) materials, goods or other property supplied, installed or erected by You or on Your behalf

6. Injury to an Employee

We will not pay for Injury to an Employee where such Injury arises out of the Business.

Section 2 – Public Liability and Products Liability

7. Professional Advice & Design

We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by You or on Your behalf for a fee or in circumstances where a fee would usually be charged but this shall not exclude such liability arising in conjunction with Products supplied.

8. Pollution

We will not pay for any liability arising:

- (a) from Pollution of buildings or other structures or of water or land or the atmosphere outside of North America other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that Our liability shall not exceed the sum stated in the Schedule in respect of all occurrences.
- (b) directly or indirectly from any Pollution or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

9. Asbestos

We will not pay for any liability directly or indirectly arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

10. Excess

We shall not be liable for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

11. Punitive, Exemplary or Aggravated Damages

We will not be liable in respect of punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

Section 2 – Public Liability and Products Liability

Sub-Section 2(b) – Products Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown on page 10 also apply to this Section. The General Conditions in Section 4 and General Exclusions in Section 5 also apply to this Section.

Definitions

Pollution

Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants.

Territorial Limits

Anywhere in the world in respect of Products sold or supplied from within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover

We will indemnify You in accordance with the Operative and Indemnity Clause for Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule in connection with the Business and within the Territorial Limits but only against liability arising out of or in connection with any Product. Provided that Our liability to pay damages shall not exceed in aggregate the Limit of Indemnity stated in the Schedule in respect of all occurrences arising during any one Period of Insurance.

Conditions

1. Costs Inclusive in USA and Canada

Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule

2. Application of Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Sections 6(a) and 6(b), each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences.

3. Excess

The Excess will be payable before We shall be liable to make any payment.

Section 2 – Public Liability and Products Liability

Extensions

1. Additional Persons Insured

(a) In the event of the death of any person entitled to indemnity under this insurance, We will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

- (b) At Your request indemnity will be extended to:
- (i) any of Your directors, partners or Employees in respect of liability arising in connection with the Business
 - (ii) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
 - (iii) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this insurance if the claim had been made against You

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely You and Us.

2. Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this insurance We will provide compensation at the following rates per day on which attendance is required

- | | | |
|-----|--|------|
| (a) | You or any of Your directors or partners | £500 |
| (b) | any Employee | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance

2. Cross Liabilities

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other. Provided that Our total liability shall not exceed the stated Limits of Indemnity.

3. Data Protection Act

The indemnity provided by this insurance extends to include liability for damage and distress under Section 13 of the Data Protection Act 1998

Provided that

- (a) the liability arises from data for which You are registered under the Act and You have taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (b) You are not in business as a Computer Bureau
- (c) You do not supply data for a fee other than to a data subject
- (d) a claim is first made against You during the Period of Insurance
- (e) We will not indemnify You in respect of

Section 2 – Public Liability and Products Liability

- (i) the cost of replacing, re-instating, rectifying, erasing, blocking or destroying any personal data
- (ii) liability caused by or arising from a deliberate or intentional act or omission by You or any other party entitled to an indemnity under this insurance the effect of which will knowingly result in liability under the Data Protection Act
- (iii) claims which arise out of circumstances notified to previous insurers or are known to You at the inception of this insurance
- (iv) liability for which indemnity is provided under any other insurance
- (v) any claim or claims made by or on behalf of any of Your directors or Employees in connection with employment in the Business
- (vi) the payment of fines or penalties

Exclusions

What is not covered (see also General Exclusions):

We shall not cover You under this Section in respect of liability:

1. Damage to Products

We will not pay for Damage to any Product or part thereof

2. Repair or Replacement of Products

We shall not be liable for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair reconditioning or replacement

4. Product Recall

We shall not be liable for any liability arising out of the recall of any Product or part thereof

5. Aircraft Products

We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for manufacturers of aircraft and safety critical aircraft components such as airframe, driving equipment, landing gear, under structure, electronic equipment, hydraulic equipment and technical instruments.

6. Exports to North America

We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for export to the United States of America or Canada or their dependencies or trust territories.

7. Injury to an Employee

We will not pay for Injury to an Employee where such Injury arises out of the Business.

8. Professional Advice & Design

We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by You or on Your behalf for a fee or in circumstances where a fee would usually be charged but this shall not exclude such liability arising in conjunction with Products supplied.

9. Pollution

We will not pay for any liability arising:

- (a) from Pollution of buildings or other structures or of water or land or the atmosphere outside of North America other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that Our liability shall not exceed the sum stated in the Schedule in respect of all occurrences.
- (b) directly or indirectly from any Pollution or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

10. Asbestos

We will not pay for any liability directly or indirectly arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or

Section 2 – Public Liability and Products Liability

materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

11. Excess

We shall not be liable for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

12. Punitive, Exemplary or Aggravated Damages

We will not be liable in respect of punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages.

Section 3 – Contractors’ All Risks

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown on page 10 also apply to this Section. The General Conditions in Section 4 and General Exclusions in Section 5 also apply to this Section.

Cover

The Company will indemnify You in respect of physical loss of or damage to

Sub Section A – Contract Works

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

Sub Section B- Owned Plant

Owned Plant anywhere within the Territorial Limits and whilst in Transit

Sub Section C – 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

The Insurer will where legal proceedings have been defended with its written consent pay all legal expenses for which You may be liable

Sub Section D – Employees Tools and Personal Effects

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

Additional Cover applying to Sub Section A

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 the liability of the Insurer 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

Section 3 – Contractors' All Risks

resulting from physical loss of or damage to Sub Section A 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 the liability of the Insurer 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 the liability of the Insurer 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 A 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 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 the liability of the Insurer 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 A

Section 3 – Contractors’ All Risks

Additional Cover applying to Sub Sections B and C

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 recommendationssubject 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 incurredProvided that the Insurer 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

Definitions

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

Limit of Indemnity

The liability of The Company in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in The Schedule as the Limit of Indemnity or Sum Insured

Excess

The amount of a claim not payable by The Company and which shall be deducted after calculation of the amount payable under a claim and unless endorsed otherwise will apply separately in respect of individual Specifications

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

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 A 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 B of The Schedule

Hired In Plant

Mechanical electrical or manually powered implements materials containment preparation and handling equipment

Section 3 – Contractors' All Risks

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 C 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

Conditions applying to all 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 the Insurer at any reasonable time

You shall also within reasonable time following the expiry of each Period of Insurance supply to the Insurer 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 the Insurer 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 the Insurer within 3 calendar months of the occurrence
- b) No liability shall be admitted and no offer promise or payment be made without the written consent of The Insurer

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

Section 3 – Contractors’ All Risks

Conditions applying to Sub Section A

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

The Liability of the Insurer 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 the Insurer

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

Conditions applying to Sub Sections B, C and D

Losses From Vehicles Limitation

1. The liability of the Insurer 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 A, B and C 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 B

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 the Insurer in writing and endorsed hereon

Conditions applying to Sub Section C

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 the Insurer 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 Sections

The Insurer 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

Section 3 – Contractors’ All Risks

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 the Insurer 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

Exclusions applying to Sub Section A

Completed Pending Sale

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

Completed Taken Into Use

2. Physical loss of or damage to any part of Sub Section A 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 A

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 Insured’s 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 A 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 B and C

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 the Insurer under this Specification

Section 3 – Contractors’ All Risks

- (c) underground or buried piping
- (d) safety or protective devices due to their functioning

Exclusions applying to Sub Section D

Articles of Jewellery

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

Limits of Liability

The total amount payable by the Insurer 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 the Insurer and You both as defined herein

The Liability of the Insurer in respect of any one loss or series of losses arising from any one occurrence under

Sub Section A

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 B

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) The liability of the Insurer 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 the Insurer 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 the Insurer 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 C

Shall be limited to the Sum Insured

Sub Section D

Shall be limited to the Sum Insured and the limit any one Employee

Section 3 – Contractors’ All Risks

Additional Covers Applying to All Sub Sections

Debris Removal

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

Subject to the Limit(s) of Indemnity the Insurers 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) The Company 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

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

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

Expediting Costs

The Company 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 liability of The Company shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

Repair Costs Investigation

With their prior written agreement The Company 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

The Company shall not be liable under this Additional Cover for fees incurred in preparing a claim under this Policy

Section 4 – General Conditions

These General Conditions apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

1. Care and prevention

It is a condition precedent that You shall take all care to prevent accidents and to maintain and keep in proper repair Your premises, plant and everything used in the Business. You shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. You must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent Employees. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.

2. Cancellation

- a. In respect of Sections 1 and 2 only only within fourteen days of receipt of the policy documentation You may cancel this insurance by writing to the insurance intermediary who arranged the cover on your behalf or returning the policy direct to Us at the address shown confirming such cancellation. Provided there have been no claims and You know of no incidents which might lead to a claim We will refund Your premium in full.

After this fourteen day period has elapsed You may cancel the policy by giving thirty days' written notice to the insurance intermediary who arranged the cover or by writing to Us at the address shown confirming such cancellation. Provided there have been no claims We will refund a proportionate part of Your premium, subject to the minimum percentage of the premium as shown in the Schedule being retained by Us.

We may cancel this insurance by sending thirty days notice of cancellation to Your insurance intermediary whereupon You shall become entitled to a refund of a proportionate part of the premium. For cancellation following default in payment of premium the period of notice may be reduced to seven days.

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

- b. In respect of all Section 3 the Insurer shall not be bound to accept any renewal of this Policy and may at any time give You thirty days notice to cancel this Policy. This termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice. You can cancel this insurance at any time by writing to Your broker. Any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim or incidents have occurred that might give rise to a claim. The Insurer reserves the right on refunding any premium paid if You have made a claim under this Policy.

3. Other Insurance

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

4. Risk Improvement Requirements

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

5. Changes in circumstances

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

6. Governing Law

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

Section 4 – General Conditions

7. Contracts (Rights of Third Parties) Act 1999

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

8. Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

9. Subjectivities

It is a condition precedent to Our liability that You

- (i) provide Us by the required date(s) with any additional information requested
- (ii) complete by the required date(s) any actions agreed between You and Us
- (iii) allow Us to complete any actions agreed between You and Us.

If required by Us, You must allow Us access to the Premises, Your contract sites, and/or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions
- (iii) require You to make alterations to the Premises insured or to the Business by the required date(s)
- (iv) exercise Our right to cancel Your policy
- (v) leave the policy or Section terms and conditions and Your premium unaltered

We will contact You with Our decision and where applicable specify the date(s) by which:

- (i) any action(s) agreed must be completed by You and/or
- (ii) any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved

- (i) You have the right to cancel this policy from a date agreed by You and Us and providing no claims have been made We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may at Our option exercise Our right under General Condition 2 - Cancellation.

The above Condition does not affect Our right to void the policy as specified in Your obligations.

10. Adjustment

If any part of the premium or renewal premium is based on estimates provided by You, You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance provide such information as We may require. The premium or renewal premium shall then be adjusted and the difference paid by or allowed to You. Any difference allowed to You will be subject to a minimum percentage of the premium or renewal premium being retained by Us as shown in the Schedule.

Section 4 – General Conditions

11. Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by You or anyone appointed to act on Your behalf to obtain any benefit under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of You, We will:

- (a) have no liability to pay any part of or the whole of the fraudulent claim
- (b) be entitled to refuse all claims arising after the fraudulent action
- (c) remain liable for legitimate claims before the fraudulent action
- (d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

12. Alteration

This policy shall be terminated if:

- (a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
- (b) Your interest ceases other than by death or
- (c) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by Us and in respect of 12(c) We agree not to avoid the Policy provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
- (ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the alteration.
- (iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.

13. Proportionment of Defence Costs

Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability to pay all Defence Costs in connection with the claim shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

14. Financial or Trade Sanctions

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would implicate the Insurer in the breach of any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Section 5 – General Exclusions

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

We shall not cover You in respect of

1. Any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless You have requested that there shall be no such limitation and has accepted the terms offered by the Insurers in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance
2. This insurance does not cover;
 - a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss; or
 - b) any legal liability of whatsoever nature;
directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - any chemical, biological, bio-chemical, or electromagnetic weapon.
 - the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
 - the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)
3. We will not be liable in respect of:
 - (i) any fines, penalties or liquidated damages
 - (ii) the costs of appeal against any improvement or prohibition notices
 - (iii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - (iv) compensation ordered or awarded by a Court of Criminal Jurisdiction
4.
 - (a) We will not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
 - (b) We will not cover Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 4 (a) above.

Section 5 – General Exclusions

5.

1) Electronic Data Exclusion

The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”.

- a) However, in the event that a Peril listed below results from any matters described in paragraph a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period of Insurance to the Property Insured by this Policy directly caused by such listed Peril.

Listed Perils: Fire Explosion

2) Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back - up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

6. We will not cover liability of whatsoever nature or any physical Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to
- (a) correctly recognise any date as its true calendar date; or
 - (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
 - (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
 - (d) otherwise function correctly.
7. We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence inclusive of all costs and expenses shall apply.
8. We will not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

Section 5 – General Exclusions

9. We will not indemnify You
- (i) in respect of any claims in respect of liability which is assumed by You under any contract or agreement
 - (ii) in respect only of claims arising under Section 2 (b), in the case of liability arising out of a condition or warranty of goods implied by law

unless liability would have attached in the absence of such agreement.

Section 6 – Claims Procedure

To make a claim under this Policy please refer to the page 2, Important Helplines and Information.

Your claims under **Sections 1 and 2** will be dealt with by:

Argenta Syndicate Management Ltd, 5th Floor, 70 Gracechurch Street, London, EC3V 0XL

If Your claim is under **Section 3** it will be dealt with by:

HSB Engineering Insurance Ltd, New London House, 6 London Street, London EC3R 7LP.

1. Your Obligations

On learning of any circumstances that may give rise to a claim or on receiving verbal or written notice of any claim You must:

- a) tell the Insurer as soon as reasonably possible and give the Insurer all the assistance they may reasonably require;
- b) tell the Police as soon as reasonably possible if the Damage is due to any actual or suspected criminal act;
- c) as soon as practicable forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry;
- d) supply, at Your own expense, full details of the claim in writing within 30 days;
- e) provide all the help and assistance and co-operation required by the Insurer in connection with any claim to include supplying, as soon as reasonably practicable, any supporting evidence and information that they require;
- f) take action following circumstances that may give rise to a claim to:
 - i) minimise the Damage;
 - ii) prevent further Injury or Damage; and
 - iii) avoid interruption with the Business.

2. Negotiations

You must not admit, deny, negotiate or settle any claim without the Insurer's written consent.

We will not pay any claim if Our position is prejudiced for any reason as a result of Your failure to comply with 1. or 2. above.

3. The Insurers rights

- a) We shall be entitled:
 - i. at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
 - ii. at any time to pay the Limit of Indemnity or the Limit of Liability (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.
- b) If the terms of Conditions 1, 2 or 3 a) have not been complied with, and as a direct consequence, the amount for which We are liable under this Policy has increased, then no payment shall be made by Us in respect of the amount of such increase.
- c) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.

Section 6 – Claims Procedure

d) Contribution:

If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

4. Insured's Compliance

You shall at all times in addition to Your obligations set out in 1, 2 and 3 above provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise