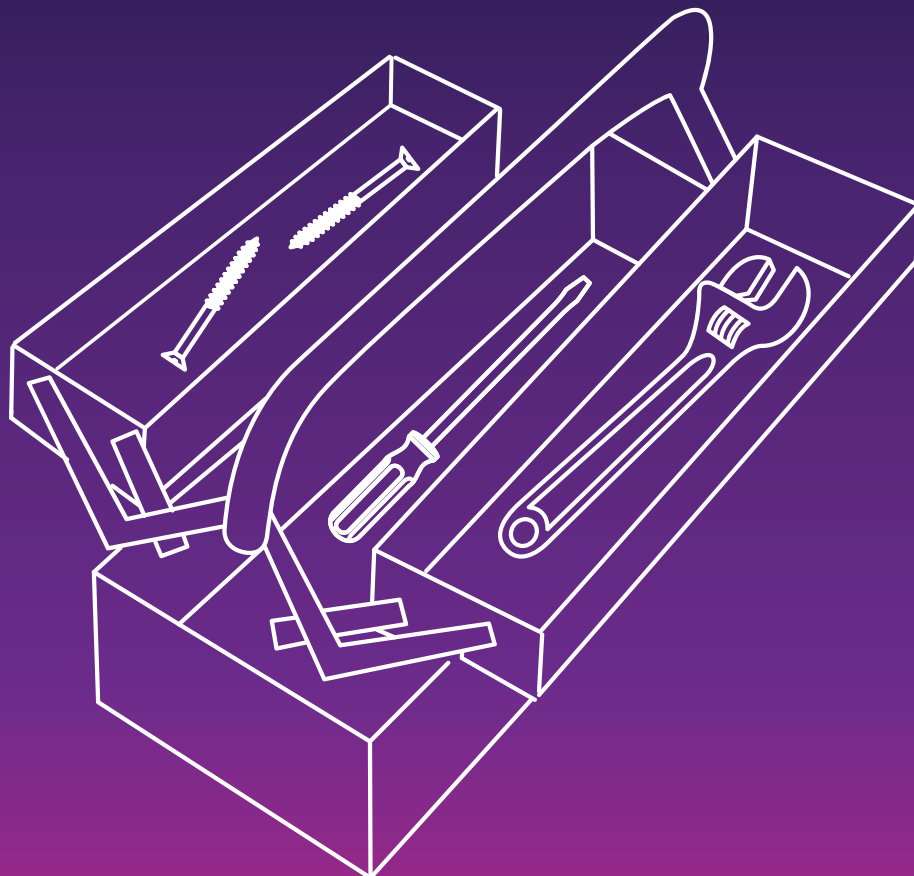


# TRADESMAN POLICY BOOKLET



INSURANCE...FIXED!

# Free Business Advice Service

These free helplines are provided for Your use whilst Your Policy is in force.

## Eurolaw Commercial Legal and UK Tax Advice

**0345 878 5024**

Unlimited access to a team of legal advisors for confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway

Tax advice can only be offered in respect of matters subject to the laws of the United Kingdom.

Specialist legal advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

## Stress Counselling Helpline

**0345 878 5029**

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for any employee (and their family) over the telephone, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in Your area

Any costs arising from the use of these referral services will not be paid by DAS.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are dealt with in the strictest confidence and are not recorded.**

## Health and Medical Assistance Helpline

**0345 878 5031**

Available 24 hours each day, 7 days every week, all year round.

Advice and assistance concerning:

- Exercise Information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Nutrition assessment
- Complimentary health
- Bespoke fact sheets can be sent out if requested

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are recorded.**

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

In addition to these helplines, DAS offer on our behalf access to the DAS Employment Manual.

## Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for Your own use.

Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with Your email address, quoting Your policy number and DAS will contact You by email to inform You of future updates to the information.

## What is in this Booklet

Page

|    |                                        |
|----|----------------------------------------|
| 3  | How to use Your Policy                 |
| 4  | General Definitions                    |
| 5  | General Conditions                     |
| 8  | Claims Conditions                      |
| 10 | General Exclusions                     |
|    | Sections of the Policy                 |
| 12 | Section 1 Public Liability             |
| 19 | Section 2 Employers Liability          |
| 22 | Section 3 Money                        |
| 25 | Section 4 Tools and Business Equipment |
| 27 | Section 5 Business Stock               |
| 29 | Section 6 Own Plant                    |
| 31 | Section 7 Hired In Plant               |
| 33 | Section 8 Contract Works               |
| 37 | Section 9 Personal Accident            |
| 39 | Optional Extensions                    |
| 40 | Important Information                  |

# Tradesman Policy

NIG policies are underwritten by U K Insurance Limited. We will provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

# How to Use Your Policy

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us, through Your insurance adviser or at the office which issued Your Policy.

## Your Schedule

Your Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover You have.

Please examine Your Schedule to ensure it meets Your requirements.

## Using the Free Business Advice Service

Details of Our helplines are provided on the inside front cover of this policy booklet.

## Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions 2- Action by You.

You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this policy booklet.

# General Definitions

**These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.**

**Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy will have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.**

## Bodily Injury

Bodily Injury which includes death, disease or illness

## Business

The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

## Contract

Any contract or agreement entered into by You to carry out work in the course of the Business.

## Contract Site

The situation of the Contract Works within the Territorial Limits and any area immediately adjacent hereto occupied by You directly and solely for the performance of the Contract Works.

## Contract Works

The temporary or permanent works executed or in the course of execution by You or on Your behalf in the performance of the Contract including materials supplied by reason of the Contract and other materials for use in connection therewith.

## Craft

Any vessel or craft made or intended to float on or in or travel through water, air or space.

## Damage

Accidental loss, destruction or damage.

## Employee

Any person while working for You in connection with the Business who is:

- a** under a contract of service or apprenticeship with You;
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
- c** a labour master or person supplied by him;
- d** a person engaged by a labour only sub-contractor;
- e** a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;

- f** a driver or operator of hired-in plant;
- g** a trainee or person undergoing work experience;
- h** a voluntary helper.

## Excess

The first amount of each and every claim for which You will be responsible as shown in the Schedule.

## Hired in Plant

Constructional machinery tools, equipment, temporary buildings, site huts and caravans hired by You in connection with the Business.

## Own Plant

Constructional machinery tools, equipment, temporary buildings, site huts and caravans belonging to You in connection with the Business.

## Period of Insurance

- a** The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
  - b** any subsequent period;
- for which You will pay and We will agree to accept Your premium.

## Policy

This policy including the Sections and Schedule, all of which should be read together as one contract.

## Practical Completion

Completion except for the selection by the prospective purchaser, lessee, tenant or other occupant of decorations and/or final fitments.

## Property

Material property.

## Schedule

The schedule applicable to the Policy.

## We/Us/Our

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## You/Your

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, shown as the Insured Name in the Schedule and, in respect of Section 2: Employers Liability, the Policyholder stated upon the Certificate of Employers Liability Insurance.

# General Conditions

**These Conditions apply to the Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of the Policy, they are stated under that Section.**

## 1 Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy will be conditions precedent to Our liability to make any payment under this Policy.

## 2 Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, We may:
    - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and We would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or

- b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or

### iii neither deliberate nor reckless and We:

- a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We require; and

### b in respect of an alteration made to this Policy:

- i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

### 3 Reasonable Precautions

You and any other person indemnified must:

- a** take all reasonable precautions to prevent or minimise any accident, incident, Bodily Injury or Damage;
- b** safeguard any Property, the ways, works, machinery, plant, vehicles, premises and appliances and maintain such Property in a good state of repair;
- c** exercise care in the selection and supervision of Employees;
- d** comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

### 4 Change of Risk or Interest

- a** It is a condition precedent to Our liability that You will immediately notify Us if any alteration be made either in the Business or in any other circumstances whereby the risk is increased other than in accordance with General Condition 2 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy will cease to be in force if:
  - i** Your interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

## 5 Cancellation

### a Your Cancellation Rights

- i** You may cancel within 14 days of receipt of Your Policy (this is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your broker, intermediary or agent and We will pay a refund of Premium for the full amount paid by You. If a claim has been made or an incident notified to Us that could give rise to a claim during the "cooling off" period Your Policy will be treated by Us as in force and no refund of Premium will be made.
- ii** If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 days notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to Us that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- iii** Where You pay by instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

### b Our Cancellation Rights

- i** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to You in writing at Your last known address.
- ii** If We cancel your Policy, You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to Us that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- iii** Where You pay by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above You, will immediately return to Us any current Certificate(s) of Employers Liability Insurance.

## 6 Instalments

- a** Notwithstanding General Condition 5b, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments, We may cancel this Policy by giving 7 days notice at Your last known address, and You will immediately return to Us any current Certificate(s) of Employers Liability Insurance
- b** Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments at the time of cancellation

The total amount of premium refunded to You will be calculated by Us in accordance with the process set out in General Condition 5. The calculation made by Us will be final and binding.

## 7 Choice of Law

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## 8 Contracts (Rights of Third Parties) Act 1999

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

## 9 Changes to Your cover

You must tell Us immediately if there are any changes that may affect Your insurance, such as the following:

- i** If You change the number of workers employed by You
- ii** If Your limits change

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

## 10 No Claim Discount

If You do not make a claim against Your Policy, We will give You a no claim discount and may reduce Your renewal premium. However, if You do make a claim against Your Policy, We will reduce Your no claim discount.

# Claims Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject will, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## 2 Action by You

It is a condition precedent to Our liability that:

You will on the happening of any incident which could give rise to a claim under this Policy:

- a** immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i** 7 days of the event in the case of Damage caused by riot, civil, commotion, strikes, labour, disturbances or malicious persons;
  - ii** 30 days of the event in the case of any other claim or such further time as We may allow.
- b** give immediate notice to the Police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat;
  - iii** loss of Money by any cause whatsoever;
- c** make no admission of liability or offer, promise or payment without Our written consent;
- d** inform Us immediately of any impending prosecution, inquest, fatal inquiry or civil proceedings and send to Us immediately every relevant document;
- e** take all reasonable action to minimise or check any interruption of or interference with the Business;
- f** produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim;

- g** in respect of Section 3 Special Extension 1 - Personal Accident (Assault) and Section 9- Personal Accident supply at Your own expense all certificates and information and evidence required by Us. The Person Insured will as often as required by Us submit to medical examination at Our own expense.

## 3 Our Rights

We will be entitled:

- a** on the happening of any Damage in respect of which a claim is made and without thereby incurring any liability or diminishing any of Our rights under this Policy to take possession of or require to be delivered to Us any Property insured and deal with such Property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our own 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 will give all information and assistance required;
- c** to any Property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such Property as may be reasonably required but You will not be entitled to abandon any Property to Us;
- d** in the event of any Occurrence (as defined in Sections 1 and 2) resulting in any claim(s) under Sections 1 and 2 to pay to You the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 2 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which We will have no further responsibility in connection with such claim(s) except in respect of Section 1 for costs and expenses incurred before the date of payment;
- e** in the case of death of the Person Insured by Section 3 Special Extension 1 – Personal Accident (Assault) and Section 9 – Personal Accident to have a post-mortem at Our expense.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a** will not be liable to pay the claim;
- b** may recover from You any sums paid by Us to You in respect of the claim; and
- c** may (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i** refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii** retain any premiums paid under this Policy.

#### 5 Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a** if at the time of any accident incident Bodily Injury or Damage which gives rise to a claim there be any other insurance effected by You or on Your behalf applicable to such event Our liability will be limited to its rateable proportion thereof; and
- b** if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably, then Our liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any difference will arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against Us.

# General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

## This Policy does not cover

### 1 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 2 Radioactive Contamination

loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as this General Exclusion concerns Bodily Injury caused to any of Your Employees if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion will apply only in respect of:

- i the liability of any principal; or
- ii liability assumed by You under agreement and which would not have attached in the absence of such agreement.

### 3 War, Government Action and Terrorism

- a loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland;
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

- ii civil commotion in Northern Ireland,

except to the extent stated in the Liability Provisions relating to this General Exclusion and set out below.

For the purpose of this Exclusion and its Liability Provisions:

War means war, invasion, acts of foreign enemies, hostilities or warlike 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, or military or usurped power.

Government Action means martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism means acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any loss, destruction or damage or resulting loss or expense or other costs directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance the burden of proving that loss, destruction or damage, expense or costs is covered will be Your responsibility.

#### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy:

- 1 We will indemnify You under the Employers Liability Section provided that in respect of any one Occurrence (as defined under Section 2 Employers Liability) or series of Occurrences arising out of any one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism) will not exceed £5,000,000;
- 2 We will indemnify You under the Public Liability Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism) provided that Our liability for all damages (including

interest thereon) will not exceed:

- a** under the Public Liability Section (excluding the Products Liability Extension) in respect of any one Occurrence (as defined under Section 1 Public Liability) or series of Occurrences arising out of any one event £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section whichever is the lower;
- b** under the Products Liability Extension of Section 1 Public Liability in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower; and
- c** in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower.

#### 4 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in a above,

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

In respect of Section 3: Money, Section 4 Tools and Business Equipment, Section 5 Business Stock, Section 6 Own Plant, Section 7 Hired In Plant and Section 8

Contract Works of this Policy, this Exclusion will not exclude subsequent Damage not otherwise excluded from this Policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, theft or impact by any vehicle or animal.

General Exclusion 4 will not apply to Section 2 – Employers Liability

#### 5 Computer Virus and Hacking

- a** Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
- b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this will not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe impact by any vehicle or animal.

For the purpose of this Exclusion:

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether Your Property or not.

General Exclusion 5 will not apply to Section 1 – Public Liability and Section 2 – Employers Liability.

# Section 1 | Public Liability

## Definitions

**Business** – includes

- a** the ownership repair maintenance and decoration of Your premises;
- b** private work undertaken by any of Your Employees for You or with Your consent for any of Your directors partners or other Employees; and
- c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

## Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated by You or on Your behalf in connection with Your Business and no longer in Your charge or control.

## Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii** within any other member country of the European Union where any person is temporarily engaged in connection with Your Business; and
- iii** elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business.

**You** – includes

- a** Your personal representatives in the event of Your death but only in respect of liability incurred by You; and
- b** if You so request:
  - i** any of Your directors partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You; and
  - ii** any officer or member of Your canteen sports social or welfare organisations and fire security first aid medical and ambulance services in their respective capacity as such.

Provided that such persons will observe, fulfil and be subject to the terms conditions Exclusions and limits of this Section insofar as they can apply.

## Occurrences

- 1** accidental Bodily Injury to any person;
- 2** accidental Damage to Property;
- 3** accidental obstruction trespass nuisance or interference with any easement of air light water or way; or
- 4** wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy;

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

## Indemnity Limit

Our liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one event will not exceed the Indemnity Limit.

## Cover

We will subject to the Indemnity Limit stated in Section 1 of the Schedule indemnify You against:

- 1 a** all sums which You will become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent,
- in respect of the Occurrences stated in this Section
- 2** all costs and expenses incurred by You with Our written consent in defending any claim;
  - 3** the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

Extension K will not apply to liability assumed by You under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

## 2 Jurisdiction

The indemnity provided by this Section will not apply to any action for damages brought against You in any court outside the European Union.

## 3 Costs Inclusive in U.S.A. and Canada

Where indemnity is provided by this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule will be the maximum amount payable by Us inclusive of all costs and expenses.

## 4 Bona Fide Sub Contractors

The Business includes work undertaken on Your behalf by bona fide sub contractors provided that You have established and maintained an administrative procedure for obtaining evidence that bona fide sub contractors effect public liability insurance which:

- i covers the work to be undertaken by the sub contractor;
- ii is subject to an Indemnity Limit of not less than that provided by this Policy;
- iii includes an indemnity to principal clause;
- iv remains in force throughout the duration of the contract with You.

## 5 Asbestos Clean Up Costs

Our liability for all damages (including interest thereon) payable arising from the need to clean up or remove asbestos, asbestos fibre or any derivative of asbestos from Property in respect of all Occurrences during any one Period of Insurance will not exceed £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule, whichever is the lower.

## 6 Excesses

We will not be liable for the first amount of each and every claim under this Section in respect of the following Damage occurring elsewhere than at Your premises:

- a Damage to Property other than as described in paragraphs b and c below;
  - b Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds;
  - c Damage to underground pipes and cables;
- shown as Excesses A, B and C respectively in Section 1 of the Schedule.

## Exclusions

We will not be liable in respect of:

- 1 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;
- 2 liability arising from advice, design, formula, specification, inspection, certification or testing provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged;
- 3 liability for Bodily Injury caused to any of Your Employees arising out of and in the course of such person's employment or engagement by You in the Business;
- 4 liability for Damage to Property belonging to or in Your charge or under Your control but this Exclusion will not apply to Your directors', partners', Employees' or visitors' Property or any premises (including contents) which are temporarily occupied by You for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to You);
- 5 Damage to the Contract Works and other materials, plant, tools or equipment brought on to the site for use in connection with any contract entered into by You and occurring:
  - a before the date of Practical Completion or before a certificate of completion has been issued;
  - b after the date of Practical Completion or after the issue of a certificate of completion and where liability for such Property attaches to You solely by reason of a contract or agreement;
- 6 Damage or injury to Property for which You are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract (1980 Edition) or any subsequent revision or substitution or under the terms of any similar obligation in other forms of contract;

- 7** liability caused by or arising from the ownership possession or use by You or on Your behalf of any:
- a** Craft other than hand propelled watercraft;
  - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
    - i** the use of plant as a tool of trade on any Contract Site or at Your premises;
    - ii** the loading or unloading of such vehicle;
    - iii** the movement of any such vehicle not Your property which is interfering with the performance of the Business;
 but this indemnity will not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle;
- 8** liability arising out of Products Supplied other than:
- a** food or drink sold or supplied for consumption by Your directors partners 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;
- 9** liquidated damages, fines or penalties;
- 10** punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 11** all liability in respect of Pollution or Contamination other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
- a** all Pollution or Contamination which arises out of any one incident will be deemed to have occurred at the time such incident takes place;
  - b** Our liability for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance will not exceed in the aggregate the Indemnity Limit stated in Section 1 of the Schedule;
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 12** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
- 13** liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform;
- 14** liability arising out of:
- a** failure or partial failure of computer programs written, devised, designed or adapted by You or on Your behalf to fulfil the purpose for which they were intended;
  - b** Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein;
  - c** loss of data or provision of incorrect data or failure to supply data.
- 15** liability arising out of:
- a** libel, slander or infringement of plans, copyright, patent, trade name, trade mark or registered design;
  - b** incorrect information or errors or omissions in published materials.

## Specific Conditions

### 1 Use of Heat Condition

It is a condition precedent to Our liability that the undernoted precautions will be complied with whenever the following equipment is used anywhere other than on Your premises.

#### **a Blow Lamps, Blow Torches or Hot Air Guns**

- i** The area in which the equipment is to be used is cleared of loose combustible material;
- ii** lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use;
- iii** blow lamps are filled only in the open;
- iv** a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used;
- v** a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

**b Welding or Flame Cutting Equipment**

- i the area in which the equipment is to be used is cleared of loose combustible material;
- ii other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material;
- iii lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use;
- iv before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;
- v a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used;
- vi a thorough examination is made in and about the area in which the work has been undertaken including behind walls partitions ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

**c Vessels for Heating of Bitumen or Bituminous Compounds**

- i such vessels are continuously attended and used only in the open whilst heating is taking place;
- ii if used on a roof or within a building such vessels will be placed on a flat surface of non-combustible material.

**2 Underground Services Condition**

It is a condition precedent to Our liability that You will:

- i prior to the commencement of any excavation, digging, boring or earth moving work take or cause to be taken all reasonable measures to identify the location of all underground pipes, cables, mains and other services with their owner or the relevant authority responsible and retain a written record of such measures;
- ii adopt or cause to be adopted a method of work which minimises the risk of Damage to such underground pipes, cables, mains and other services.

**3 Housing Grants, Construction and Regeneration Act 1996**

We will subject to the terms, conditions, exclusions and limits of this Section and the Policy indemnify You in respect of Your legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996.

Provided that:

- a the dispute under adjudication is of a nature indemnifiable under this Section;
- b You will:
  - i notify Us immediately of the receipt of any notice of adjudication or the service by You of any notice of adjudication;
  - ii forward to Us immediately upon receipt any relevant documents making reference to adjudication;
  - iii allow Us at any time to take over and conduct in Your name the defence and settlement of any claim and/or any legal proceedings referred to in iv below;
  - iv institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by Us;
  - v meet any request direction or timetable of the adjudicator.

It is a condition precedent to Our liability in respect of any decision made by an adjudicator that You will not waive under contract or otherwise any rights of arbitration or rights of appeal against such decision.

**Extensions****A Court Attendance Costs**

In the event of any of the undernoted 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 Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

- a £500 for You or any of Your directors or partners;
- b £250 for any Employee.

**B Health and Safety at Work etc. Act 1974**

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the costs incurred with Our written consent in appealing against any judgement given, Provided that;

- a** this indemnity will not apply to the payment of fines or penalties;
- b** the prosecution relates to the health safety and welfare of any person other than an Employee;
- c** proceedings arise from an incident which relates to a claim or potential claim under this Section.

**C Indemnity to Principals**

We will at Your request indemnify any principal to the extent required by the contract between You and the principal in respect of liability arising from the performance of work by You for such principal.

Provided that:

- a** We will retain sole conduct and control of any claim;
- b** the principal will observe, fulfil and be subject to the terms conditions Exclusions and limits of this Section insofar as they can apply.

**D Indemnity to Plant Owners**

Where any contract or agreement entered into by You for the hire of plant so requires We will indemnify any owner from whom You have hired contractors' plant or equipment to the extent required by the contract between You and the plant owner in respect of liability arising from the hire of plant by You from such plant owner;

Provided that:

- a** We will retain sole conduct and control of any claim;
- b** the plant owner will observe fulfil and be subject to the terms conditions exclusions and limits of this Section in so far as they can apply.

**E Defective Premises Act 1972**

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

Provided that this Extension will not apply to:

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

**F Leased or Rented Premises**

Exclusion 4 of this Section will not apply to liability for Damage to any premises (including their fixtures and fittings) leased rented or hired to You.

Provided that We will not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance will be effected by the lessee or tenant.

**G Motor Contingent Liability**

Despite Exclusion 7 of this Section We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Provided that this indemnity will not apply:

- a** in respect of Damage to the vehicle or any property contained therein;
- b** whilst the vehicle is being driven
  - i** by You;
  - ii** with Your consent by any person who does not hold a licence to drive such a vehicle;
- c** to liability which is insured or would but for the existence of this Section be insured under any other insurance.

## H Overseas Personal Liability

We will indemnify You and at Your request any of Your directors or partners or any Employee or any family member accompanying them while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity will not apply:

- a** to liability arising out of the ownership or tenure of any land or building; or
- b** where indemnity is provided by any other insurance.

## I Cross Liabilities

Where You comprise more than one party We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

## J Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are:

- a** registered in accordance with the terms of the Data Protection Act 1998; and
- b** not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £500,000.

The indemnity provided by this Extension will not apply to:

- i** any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- ii** any Damage or distress caused by any act of fraud or dishonesty;
- iii** the costs and expenses of rectifying rewriting or erasing data;
- iv** liability arising from the recording processing or provision of data for reward or to determine the financial status of any person;
- v** the payment of fines or penalties.

## K Products Liability

Despite Exclusion 8 of this Section We will indemnify You against liability in respect of:

- 1** accidental Bodily Injury to any person;
- 2** accidental Damage to Property;

occurring within the Territorial Limits during the Period of Insurance and caused by any Products Supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Provided that:

- 1** Our liability under this Extension for all damages (including interest thereon) payable in respect of all such accidental Bodily Injury or Damage to Property during any one Period of Insurance will not exceed the Indemnity Limit stated in the Schedule;
- 2** We will not be liable under this Extension in respect of:
  - a** Damage to or the cost of repair alteration replacement removal or recall of any Products Supplied which give rise to a claim hereunder or any refund for such Products Supplied;
  - b** Products Supplied which to Your knowledge are to be used as a critical part in connection with the flying or navigation of any aircraft spacecraft rocket missile or satellite;
  - c** Products Supplied which to Your knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by Us.

## L Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors or partners against legal costs and expenses incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- a** Part 2 of the Consumer Protection Act 1987; or
- b** Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990,

committed or alleged to have been committed in the course of the Business during the Period of Insurance.

Provided that this indemnity will not apply to

- i** the payment of fines or penalties;
- ii** proceedings or appeals in respect of any deliberate act or omission by You;
- iii** costs or expenses insured by any other policy.

## **M Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a** Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b** this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c** We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d** You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e** before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i** if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

# Section 2 | Employers Liability

## Definitions

**Business** – includes:

- a** the ownership repair maintenance and decoration of Your premises;
- b** private work undertaken by any of Your Employees for You or with Your consent for any of Your directors or partners or other Employees;
- c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

## Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii** within any other member country of the European Union where any person is temporarily engaged on Your Business;
- iii** elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business.

**You** – includes

- a** Your personal representatives in the event of Your death but only in respect of liability incurred by You;
- b** if You so request:
  - i** any of Your directors partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You; or
  - ii** any officer or member of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacity as such Provided that such persons observe, fulfil and are subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

## Occurrence

Bodily Injury caused to any of Your Employees occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by You in the Business.

## Indemnity Limit

Our liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause will not exceed the Indemnity Limit.

## Cover

We will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify You against:

- 1 a** all sums which You will become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent,
 in respect of the Occurrence stated in this Section
- 2** all costs and expenses incurred by You with Our written consent in defending any claim;
- 3** the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

### 2 Jurisdiction

The indemnity provided by this Section will not apply to any action for damages brought against You in any court outside the European Union.

### 3 Right of Recovery

The indemnity provided by 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 and the Isle of Man but You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### 4 Certificate of Employers' Liability

If this Policy or Section is cancelled the current Certificate of Employers' Liability Insurance is similarly cancelled from the same date.

## Exclusions

We will not be liable under this Section in respect of Bodily Injury:

- 1** caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purpose of this Exclusion the expressions “vehicle”, “use” and “road” will have the same meanings as in Part VI of the Road Traffic Act 1988;
- 2** caused to any Employee ordinarily resident outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- 3** arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Extensions

### A Court Attendance Costs

In the event of any of the undernoted 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 Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

- a** £500 for You or any of Your directors or Your partners
- b** £250 for any Employee.

### B Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the costs incurred with Our written consent in appealing against any judgement given.

Provided that:

- a** this indemnity will not apply to the payment of fines or penalties;
- b** the prosecution relates to the health safety and welfare of Employee(s);
- c** proceedings arise from an incident which relates to a claim or potential claim under this Section.

### C Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situated in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a** there is no appeal outstanding; and
- b** if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee will assign the judgement to Us.

### D Indemnity to Principals

We will at Your request indemnify any principal to the extent required by the contract between You and the principal in respect of liability arising from the performance of work by You for such principal.

Provided that:

- a** We will retain sole conduct and control of any claim; and
- b** the principal will observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

## **E Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You against legal costs and expenses, incurred with the Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a** Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b** this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c** We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d** You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e** before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i** if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

# Section 3 | Money

## Definitions

### Business Hours

The period during which You or any of Your directors, partners or Employees are present at the Contract Site for the purposes of the Business.

### Money

Cash, bank and treasury notes, cheques and girocheques (other than blank or partly completed cheques and girocheques), travellers cheques, bills of exchange, bankers drafts, giro drafts, postal orders, money orders, premium bonds, unused current postage and revenue stamps, trading stamps, unaffixed national insurance stamps, National Savings and holiday with pay stamps, gift tokens, luncheon vouchers, phone cards, telephone charge cards, consumer redemption vouchers and travel tickets all belonging to You or for which You have accepted responsibility.

### Non-Negotiable Money

Crossed cheques, crossed girocheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders, National Savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices all belonging to You or for which You have accepted responsibility.

## Situations

### a In Transit

in transit in Your custody or any authorised person acting on Your behalf or by registered post.

### b Bank Night Safe

in a bank night safe.

### c Private Dwellings

in Your private dwelling or that of any of Your directors, partners or authorised Employees.

### d Contract Sites

on any Contract Site during Business Hours.

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Cover

We will indemnify You for Damage by any cause to Money in any of the Situations occurring within the Territorial Limits during the Period of Insurance from any cause not specifically excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Limits stated in the Schedule.

## Extensions

### 1 Non-Negotiable Money

We will indemnify You for Damage by any cause to Non-Negotiable Money in any of the Situations occurring within the Territorial Limits provided that Our liability will in no case exceed £250,000.

### 2 Damage to Safes and Carrying Cases

We will indemnify You against Damage in the event of Damage to any:

- a safe or strongroom; and
- b case, bag or waistcoat when used for the carriage of Money

directly associated with any theft or attempted theft of Money, up to an amount not exceeding the cost of repair or replacement.

### 3 Damage to Clothing

Damage to clothing and personal effects belonging to You or any of Your directors, partners or Employees (up to an amount not exceeding £500 any one person) resulting from theft or attempted theft of Money.

## Exclusions

We will not be liable under this Section for Damage:

- a arising from fraud or dishonesty of any of Your Employees unless discovered within 14 working days after the occurrence of Damage;
- b due to errors, omissions, depreciation in value, loss of market, loss of interest or indirect loss of any kind;
- c from unattended vehicles;
- d arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

## Special Conditions

It is a condition precedent to Our liability that:

### 1 Transit Limits

Money in transit must be accompanied by the following numbers of persons between the ages of 16 and 75:

| Amount of Money in transit at any one time | Accompaniment requirement |
|--------------------------------------------|---------------------------|
| Up to £2,000                               | 1 person                  |
| Over £2,500 up to £5,000                   | 2 persons                 |

### 2 Safe Keys

All keys or notes of combinations of safes or strongrooms will be in Your custody or that of an authorised Employee and must be kept on or about Your person or authorised Employee or in a secure place not in the vicinity of the safes.

## Special Extension - Personal Accident (Assault)

### Definitions

#### Person Insured

You or any of Your directors, partners or Employees aged not less than 16 years nor more than 75 years.

#### Injury

Accidental bodily injury caused solely and directly by violence occurring during theft of Money or Non-Negotiable Money.

| Results                                                                   | Benefit        |
|---------------------------------------------------------------------------|----------------|
| 1 Death which will not be presumed by disappearance of the Person Insured | £10,000        |
| 2 Loss of Limbs and/or Loss of Sight                                      | £10,000        |
| 3 Permanent Total Disablement                                             | £10,000        |
| 4 Temporary Total Disablement                                             | £100 per week  |
| 5 Temporary Partial Disablement                                           | £30 per week   |
| 6 Incurred Medical Expenses                                               | £500 (maximum) |

#### Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

#### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

#### Permanent Total Disablement

Permanent disablement rendering the Person Insured unable to attend to their usual occupation.

#### Temporary Total Disablement

Temporary disablement rendering the Person Insured unable to attend to their usual occupation.

#### Temporary Partial Disablement

Temporary disablement rendering the Person Insured unable to attend to a substantial and essential part of their usual occupation.

#### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

### Cover

#### 1 Personal Accident (Assault)

In the event of Injury to any Person Insured whilst engaged in their occupation in the Business which within twenty-four months of such event is the sole cause of any of the Results. We will pay the Benefits stated in the Schedule to You or Your legal representative.

#### Exclusion applicable to this Special Extension

We will not be liable under this Special Extension in respect of any death or disablement attributable to or accelerated by a pre-existing physical or mental condition.

#### Special Conditions applicable to this Special Extension

The following Conditions apply to this Special Extension of the Policy

- 1 The following Benefit limitations apply:
  - a No further Benefit will be payable to the same Person Insured after payment of any Benefit for Injury under Results 2 or 3.
  - b Benefit under Result 3 is not payable before 104 weeks from the date of Injury or following a payment of Benefit under Result 2.
  - c Any Benefit paid under Result 4 will be deducted from any Benefit thereafter becoming payable under Results 1, 2 or 3.

- d** Benefit under Results 4 or 5 or any combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these Results to occur.
  - e** Benefit under Results 4 and 5 will be payable when the total amount has been agreed by Us or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice to Us of the Injury for which the Benefit is to be paid.
- 2** In the event of death We will be entitled to have a post-mortem examination at Our own expense.
- 3** In the event of disablement the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.
- 4** All certificates, information and evidence required by Us will be furnished at Your expense under this Section and will be in such form and of such nature as We will prescribe.

# Section 4 | Tools and Business Equipment

## Definitions

### Territorial Limits

- i Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii within any other member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Tools and Business Equipment

Portable tools and business equipment including portable electronic equipment belonging to You or any of Your directors or partners or any Employee or for which they are responsible, but not if any such items are more specifically insured elsewhere.

### Cover

We will indemnify You at Our option by payment reinstatement or repair in respect of Damage to any Tools and Business Equipment occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sums Insured specified in Section 4 of the Schedule.

### Special Condition

#### Excess

We will not be liable for the first amount of each and every claim under this Section shown in the Schedule.

### Exclusions

We will not be liable under this Section in respect of:

- 1 Damage due to wear and tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradually operating cause;
- 2 Damage due to exposure to weather conditions of any portable Tools and Business Equipment located in the open or in open-sided buildings;
- 3 Damage to:
  - a any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;
  - b any item of Tools and Business Equipment caused by its own mechanical breakdown or derangement;
  - c any part of any electrical Tools and Business Equipment directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Tools and Business Equipment or to other Tools and Business Equipment by the spread of fire therefrom is not excluded;
  - d any Tools and Business Equipment as a result of normal upkeep or normal making good;
  - e any Tools and Business Equipment let out on hire;
  - f any Hired in Plant and any Own Plant;
- 4 unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Tools and Business Equipment if induced to do so by deception;
- 5 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 6 indirect loss of any kind;
- 7 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access, and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 8 Damage resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building;
- 9 Damage to goods in an open backed vehicle caused by theft or attempted theft;
- 10 Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the vehicle in which the property is being transported;

**11** Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Tools and Business Equipment caused by:

- a** pollution or contamination which itself results from a Defined Peril;
- b** a Defined Peril which itself results from pollution or contamination.

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that:

- a** You will comply with any reasonable recommendations We may make to prevent further Damage; and
- b** You will pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Other Interests

The interest in any portion of the Tools and Business Equipment of any party entering into an agreement with You (or any of Your principal's) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principal's) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms conditions Exclusions and limits of this Section and the Policy insofar as they can apply.

# Section 5 | Business Stock

## Definitions

### Business Stock

Stock in trade which belongs to You or for which You are responsible.

### Territorial Limits

- i Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii within any other member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Cover

We will indemnify You at Our option by payment reinstatement or repair in respect of Damage to Business Stock occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sums Insured specified in Section 5 of the Schedule.

## Special Condition

### Excess

We will not be liable for the first amount of each and every claim under this Section as shown in the Schedule.

### Exclusions

We will not be liable under this Section in respect of:

- 1 Damage due to wear, tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradually operating cause;
- 2 Damage due to exposure to weather conditions of any moveable Business Stock located in the open or in open-sided buildings;
- 3 Damage to:
  - a any item of Business Stock caused by its own mechanical breakdown or derangement;
  - b any part of any electrical Business Stock directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Business Stock or to other Business Stock by the spread of fire therefrom is not excluded;

- c any Business Stock as a result of normal upkeep or normal making good;
- d any Business Stock let out on hire;

- 4 unexplained losses shortages due to error or omission losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Business Stock if induced to do so by deception;
- 5 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 6 indirect loss of any kind;
- 7 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access, and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 8 Damage resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building;
- 9 Damage to goods in an open backed vehicle caused by theft or attempted theft;
- 10 Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the vehicle in which the property is being transported;
- 11 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Business Stock caused by:

- a pollution or contamination which itself results from a Defined Peril;
- b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a** comply with any reasonable recommendations We may make to prevent further Damage;
- b** pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Debris Removal

We will indemnify You for costs and expenses necessarily incurred by You with Our consent in:

- a** removing debris of Business Stock from the site of the property destroyed or damaged and the area immediately adjacent to such site;
- b** clearing and/or repairing of drains or watercourses within the confines of the Contract Site;

following Damage to Business Stock.

Provided that:

- i** We will not pay for any costs and expenses arising from pollution or contamination of property not insured by this Section; and
- ii** Our liability will not exceed 25% of the value of the Sum Insured stated in the Schedule for each item.

### 3 Other Interests

The interest in any portion of Business Stock of any party entering into an agreement with You (or any of Your principal's) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principal's) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms conditions Exclusions and limits of this Section and the Policy insofar as they can apply.

# Section 6 | Own Plant

## Definition

### Territorial Limits

- i** Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii** within any other member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to any Own Plant occurring within the Territorial Limits during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sum Insured specified in Section 6 of the Schedule.

### Special Condition

### Excess

We will not be liable for the first amount of each and every claim under this Section as shown in the Schedule.

### Exclusions

We will not be liable under this Section in respect of:

- 1** Damage due to wear, tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or other gradually operating cause;
- 2** Damage to:
  - a** any Craft or any Own Plant therein or thereon;
  - b** any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;
  - c** any item of Own Plant caused by its own mechanical breakdown or derangement;
  - d** any part of any electrical Own Plant directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other Own Plant or to other Own Plant by the spread of fire therefrom is not excluded;

- e** any Own Plant as a result of normal upkeep or normal making good;
- f** any Own Plant hired out;
- g** any Hired in Plant;
- h** Any Own Plant whilst away from the Contract Site unless it is:
  - i** at Your permanent premises; or
  - ii** stored in locked premises compound or Your garage; or
  - iii** in transit;
 and not more specifically insured;
- 3** unexplained losses, shortages, due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Own Plant if induced to do so by deception;
- 4** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 5** indirect loss of any kind;
- 6** Damage due to theft or attempted theft of or from any unattended vehicle:
  - a** unless it is securely locked at all points of access, and
  - b** between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 7** Damage to portable Own Plant resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building or a securely locked purpose built immobile security container;
- 8** Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Own Plant caused by:
  - a** pollution or contamination which itself results from a Defined Peril;
  - b** a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a** comply with any reasonable recommendations We may make to prevent further Damage;
- b** pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Immobilised Plant

The indemnity provided under this Section is extended to include the costs necessarily and reasonably incurred by You in respect of recovery or withdrawal of Own Plant which is accidentally immobilised whilst on or adjacent to the Contract Site.

Provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

### 3 Replacement of Locks

In the event of loss or theft of keys to any immobilising device permanently fitted to any item of Own Plant the indemnity provided under this Section is extended to include the necessary and reasonably incurred cost of replacing the cylinder of the lock of such immobilising device.

Provided that:

- i** such keys are kept in a locked safe or locked cabinet when not in use;
- ii** Our liability will not exceed £500 in respect of any one claim.

### 4 Security Devices

We will indemnify You for Damage to any immobiliser, locating, tracking or other security device fitted to any item of Own Plant under this Section caused by theft or attempted theft.

### 5 Other Interests

The interest in any portion of Own Plant of any party entering into an agreement with You (or any of Your principal's) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principal's) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section and the Policy insofar as they can apply.

# Section 7 | Hired In Plant

## Definition

### Territorial Limits

- i Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- ii within any other member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Cover

We will indemnify You at Our option by payment, reinstatement or repair in respect of Damage to any Hired in Plant occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy, Provided that Our liability will not exceed the Sum Insured specified in Section 7 of the Schedule.

## Special Condition

### Excess

We will not be liable for the first amount of each and every claim under this Section as shown in the Schedule.

### Exclusions

We will not be liable under this Section in respect of:

- 1 Damage due to wear, tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or other gradually operating cause;
- 2 Damage to:
  - a any Craft or any Hired in Plant therein or thereon;
  - b any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;
  - c any item of Hired in Plant caused by its own mechanical breakdown or derangement;
  - d any part of any electrical Hired in Plant directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Hired in Plant or to other Hired in Plant by the spread of fire therefrom is not excluded;
  - e any Hired in Plant as a result of normal upkeep or normal making good;
  - f any Hired in Plant, hired out;
  - g any Own Plant;
  - h any Hired in Plant whilst away from the Contract Site unless it is:
    - i at Your permanent premises; or
    - ii stored in locked premises compound or Your garage; or
    - iii in transit;
 and not more specifically insured;
- 3 unexplained losses, shortages due to error or omission losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Hired in Plant if induced to do so by deception;
- 4 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 5 indirect loss of any kind;
- 6 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access, and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 7 Damage to portable Hired in Plant resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building or a securely locked purpose built immobile security container;
- 8 any Hired in Plant hired anywhere outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- 9 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Hired in Plant caused by:
  - a pollution or contamination which itself results from a Defined Peril;
  - b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a comply with any reasonable recommendations We may make to prevent further Damage;
- b pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Immobilised Plant

The indemnity provided under this Section is extended to include the costs necessarily and reasonably incurred by You in respect of recovery or withdrawal of Hired in Plant which is accidentally immobilised whilst on or adjacent to the site of the Contract.

Provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

### 3 Replacement of Locks

In the event of loss or theft of keys to any immobilising device permanently fitted to any item of Hired in Plant being used in connection with the performance of the Contract the indemnity provided under this Section is extended to include the necessary and reasonably incurred cost of replacing the cylinder of the lock of such immobilising device.

Provided that:

- i such keys are kept in a locked safe or locked cabinet when not in use;
- ii Our liability will not exceed £500 in respect of any one claim.

### 4 Security Devices

We will indemnify You for Damage to any immobiliser locating tracking or other security device fitted to any item of Hired in Plant under this Section caused by theft or attempted theft.

### 5 Other Interests

The interest in any portion of Hired in Plant of any party entering into an agreement with You (or any of Your principal's) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principal's) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section and the Policy insofar as they can apply.

### 6 Continuing Hire Charges

We will indemnify You against Your legal liability to pay continuing hire charges following Damage to any Hired in Plant which is insured under this Section during the period in which such Hired in Plant cannot be used as a result of such Damage.

Provided that:

- a Our liability in respect of each affected item will not exceed an amount equal to its hire charges for 90 days;
- b Our liability during any one Period of Insurance will not exceed £25,000;
- c We will not be liable for:
  - i Damage caused by or arising from Your wilful act or wilful neglect;
  - ii continuing hire charges in respect of tower cranes and scaffolding;
  - iii continuing hire charges in respect of the first 24 hours following such Damage;
- d this indemnity will only apply in respect of Hired in Plant for which a valid claim has otherwise been admitted under this Section.

### 7 Negligent Breakdown of Hired in Plant

We will indemnify You for Damage caused to any Hired in Plant which is insured under this Section caused by Your negligence or Your misuse or Your misdirection of the property.

Our liability will not exceed £5,000 for any one item or £25,000 for any one occurrence.

# Section 8 | Contract Works

## Definition

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Cover

We will indemnify You at Our option by payment or reinstatement in respect of Damage to the Contract Works occurring within the Territorial Limits during the Period of Insurance from any cause not specifically excluded in this Section nor in the General Exclusions of this Policy.

Provided that :

- a** such Contract Works belong to You or is Your responsibility;
- b** Our liability will not exceed the Sum Insured specified in Section 8 of the schedule.

### Special Conditions

#### 1 Housing Grants, Construction and Regeneration Act 1996

We will subject to the terms, conditions, Exclusions and limits of this Section and the Policy indemnify You in respect of Your legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996.

Provided that:

- a** the dispute under adjudication is of a nature indemnifiable under this Section;
- b** You will:
  - i** notify Us immediately of the receipt of any notice of adjudication or the service by You of any notice of adjudication;
  - ii** forward to Us immediately upon receipt any relevant documents making reference to adjudication;
  - iii** allow Us at any time to take over and conduct in Your name the defence and settlement of any claim and/or any legal proceedings referred to in iv below;
  - iv** institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by Us;

- v** meet any request direction or timetable of the adjudicator.

It is a condition to our Liability in respect of any decision made by an adjudicator that You will not waive under contract or otherwise any rights of arbitration or rights of appeal against such decision.

### Excess

We will not be liable for the first amount of each and every claim under this Section as shown in the Schedule.

### Exclusions

We will not be liable under this Section in respect of:

- 1** the costs necessary to replace, repair or rectify Contract Works which is Damaged:
  - a** due to fault, defect, error or omission in design, plan, specification, workmanship or materials in respect of such Contract Works;
  - b** to enable the replacement, repair or rectification of Contract Works excluded by 1a above;

Provided that 1a above will not apply to other Contract Works which is free of such fault defect error or omission but is unintentionally lost destroyed or damaged in consequence thereof;

- 2** Damage due to wear and tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or other gradually operating cause;
- 3** Damage to:
  - a** deeds, bonds, bills of exchange promissory notes, cash, banknotes, cheques, securities for money documents of title or stamps;
  - b** any Craft or any Contract Works therein or thereon;
  - c** any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the Contract Site as a tool of the trade or being carried to or from such site;
  - d** any item of Contract Works caused by its own mechanical breakdown or derangement;

- e any part of any electrical, machinery, plant, tools or equipment directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such machinery, plant, tools or equipment or to other Contract Works by the spread of fire therefrom is not excluded;
  - f any Contract Works as a result of normal upkeep or normal making good;
  - g any property (including that being altered or repaired) existing at the time of the commencement of the Contract other than materials supplied and delivered for incorporation in the Contract Works;
  - h any Own Plant or Hired in Plant;
  - i the permanent works or any part thereof in respect of which a certificate of completion has been issued by You or to You or which has been completed and handed over or taken into use with Your permission for a purpose other than for the performance of the Contract (except as provided by Extension 2);
- 4 Damage for which You are relieved of responsibility under the terms and conditions of any contract(s);
  - 5 liquidated damages, penalties under contract for delay in completion or non-completion guarantees of performance or efficiency non-compliance with contract conditions or indirect loss of any kind;
  - 6 unexplained losses, shortages due to error or omission, losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Contract Works if induced to do so by deception;
  - 7 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
  - 8 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Contract Works caused by:
    - a pollution or contamination which itself results from a Defined Peril;
    - b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

- 9 Damage arising out of the use or occupation of any portion of the permanent Contract Works by any owner tenant or occupier.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a comply with any reasonable recommendations We may make to prevent further Damage;
- b pay any additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Maintenance or Defects Liability Period and Conditions of Contract

Despite Exclusion 3i We will indemnify You for Damage to the Contract Works or any part thereof occurring during:

- a any maintenance or defects liability period provided for in the Contract not exceeding whichever is the lesser of the period specified in the conditions of the Contract or 12 months:
  - i arising from a cause occurring prior to the commencement of such maintenance or defects liability period; or
  - ii occasioned by You in the course of operations carried out by You for the purpose of complying with Your obligations under the maintenance conditions of such Contract;
- b a period of 14 days after the issue of a certificate of completion but only to the extent that You may be responsible for such Damage under the conditions of the Contract.

### 3 Professional Fees

We will indemnify You for architects', surveyors', consulting engineers' and other professionals' fees necessarily and reasonably incurred in the repair or reinstatement of the Contract Works consequent upon its Damage (but not for the preparation of any claim). The amount payable for such fees will not exceed that authorised under the scales of the various institutes and bodies regulating such charges.

### 4 Debris Removal

We will indemnify You for:

- a** costs and expenses necessarily incurred by You with Our consent in:
  - i** removing debris from the site of the property destroyed or damaged and the area immediately adjacent to such site;
  - ii** dismantling and/or demolishing;
  - iii** shoring up or propping of the Contract Works;
- b** costs and expenses necessarily incurred by You with Our consent in clearing and/or repairing of drains or watercourses within the confines of the site of the Contract Works;

following Damage to the Contract Works.

Provided that:

- i** We will not pay for any costs and expenses arising from pollution or contamination of property not insured by this Section;
- ii** Our liability will not exceed 25% of the value of the Sum Insured stated in the Schedule for each item.

### 5 European Union and Public Authorities - Additional Costs

We will indemnify You for the additional cost of reinstatement of any Damage to the Contract Works incurred solely because of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority bye-laws excluding:

- a** such cost incurred:
  - i** which can be recovered elsewhere;
  - ii** where the notice to comply has been served upon You or the owner of the Contract Works prior to the happening of the Damage ;
- b** the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Contract Works or by the owner thereof by reason of compliance with such legislation regulations or bye-laws.

Provided that the work of reinstatement will be commenced and carried out as soon as possible.

### 6 Plans and Specifications

We will indemnify You for Damage to deeds, plans, drawings, specifications, files or other contract documents necessary for the execution of the Contract or to obtain payment for work already carried out.

Provided that Our liability is restricted to the value of the materials as stationery together with the cost of clerical labour involved in their reproduction and not the value to You of the information contained therein.

### 7 Other Interests

The interest in any portion of the Contract Works of any party entering into an agreement with You (or any of Your principal's) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principal's) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms conditions Exclusions and limits of this Section and the Policy insofar as they can apply.

### 8 Speculative Development

We will indemnify You for Damage to private dwellings (including those used for show purposes and their contents) and other buildings erected, altered or renovated for sale or letting out by You other than under a contract or agreement for a principal.

Provided that:

- a** in respect of any private dwelling the indemnity will cease from:
  - i** the date such private dwelling is sold or let by You or;
  - ii** 180 days after the date of Practical Completion whichever is the earlier;
- b** in respect of any other building the indemnity will:
  - i** not exceed £100,000;
  - ii** cease to apply from the date such building is sold or let by You or 180 days after the date of Practical Completion whichever is the earlier;
- c** this Extension will be deemed not to extend cover beyond the date of expiration or non-renewal of this Section.

## 9 Offsite Storage

We will indemnify You for Damage to materials or goods temporarily held in store at any location away from the Contract Site within the Territorial Limits.

Provided that:

- a** such materials or goods are separately stored and identified as being designated for incorporation into a specific contract undertaken or to be undertaken by You;
- b** We will not be liable under this Extension for Damage to materials or goods whilst being worked upon in preparation for their use at Contract Sites.

## 10 Free Issue Materials

We will indemnify You for Damage to free issue materials supplied by or on behalf of a principal for incorporation in the Contract Works and which are Your responsibility under the Contract provided that the total value of such materials is included within the estimate of Your annual turnover supplied to Us.

## 11 Expediting Expenses

In the event of Damage to the Contract Works (liability for which has been admitted under this Section) We will indemnify You for any additional costs reasonably incurred by You in expediting reinstatement or repair of the lost destroyed or damaged Contract Works by way of overtime, night work, work on public holidays, express freight air freight and the cost of special delivery.

Provided that Our liability in respect of such additional costs will not exceed:

- i** 25% of the finally agreed amount of any one claim before the deduction of any Excess or;
- ii** £50,000 in respect of any one occurrence of Damage; whichever is less.

## 12 Additional Expenditure

In the event of Damage to the Contract Works (liability for which has been admitted under this Section) We will indemnify You for costs reasonably incurred by You to minimise Damage.

Provided that We will not pay:

- a** more than would have been payable if such costs had not been incurred;
- b** for remedial work to any property or structure in existence before the start of the Contract Works.

## 13 Cessation of Works

We will indemnify You if, from any cause, work is to stop for a continuous period in excess of 90 days.

Provided that:

- a** You will provide Us with details of the work completed and outstanding for Us to consider continuation of cover;
- b** nothing in this Extension will be deemed to extend cover beyond the date of expiration or non-renewal of this Section.

## 14 Show Houses and Contents

We will provide cover for contents of show houses, flats and the like whilst on the Contract Site. The maximum we will pay in respect of the contents of any one show house, flat or the like is £10,000.

## 15 Increase in Contract Price

In the event of any increase in the contract price during the period of insurance the Sum Insured will be automatically increased up to a maximum of 20% of the Sum Insured specified in the Schedule.

# Section 9 | Personal Accident

## Definitions

### Accident

Bodily injury caused solely by violent accidental external and visible means which injury will within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

### Person Insured

You or Your directors partners or Employees aged not less than 16 years nor more than 75 years when named in the Schedule.

### Results

- 1 Death (which will not be presumed by disappearance of the Person Insured)
- 2 Permanent Disablement being:
  - a total loss by permanent loss of all sight in one or both eyes;
  - b total loss by physical severance or total and permanent loss of use of one or both hands or feet;
  - c total and permanent disablement from engaging in or attending to business of any kind;
- 3 Temporary total disablement from engaging in or attending to usual business.

### Cover

In the event of any Accident happening to the Person Insured who suffers any of the Results We will pay the Person Insured or their legal personal representative the Benefit stated in the Schedule for that Result.

### Exclusions

This Section will not apply to an Accident or Result consequent upon:

- 1 the Person Insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
The expression "aircraft" means any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft;
- 2 the Person Insured engaging in:
  - a winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports;

- b riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind;
- 3 the Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause;
- 4 the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;
- 5 intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life);
- 6 or contributed to by any Person Insured suffering from any pre-existing physical or mental defect or infirmity;
- 7 the Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

## Special Conditions

### 1 Limit of Liability

Compensation for Result 3 will:

- a not exceed normal weekly net earnings;
- b be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result;
- c be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result 3 We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person Insured in connection with the injury causing the Result.

Compensation will not be payable for more than one of the Results described under 1 or 2 above and when payable for one of those Results will not be payable for Result 3 caused by the same Accident nor for any of the Results caused by any subsequent Accident.

## 2 Change in Circumstances

You will give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section will give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We will not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives will in all cases effectually discharge Us.

# Optional Extensions

These Extensions are operative only if the number set against them appears in the Schedule.

In respect of each of the following Extensions the terms conditions limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

## Extension 1: Injury to Working Partners

The cover provided by Section 2 is extended to include Bodily Injury to any working partner provided that:

- a** the Bodily Injury is sustained whilst such working partner is working in connection with the Business;
- b** the Bodily Injury is caused by another working partner or Employee whilst working in connection with the Business;
- c** the injured working partner has a valid right of action in negligence against the working partner or Employee responsible for the Bodily Injury.

## Extension 2: Temporary Employees

The cover provided by Sections 1 and 2 is extended to apply to temporary Employees. Cover under this Extension is subject to:

- i** a maximum of 50 days worked in total by all temporary Employees;
- ii** the total number of persons engaged in the Business does not exceed 15 at any one time.

# Important Information

## Your right to cancel

If this cover does not meet Your requirements, please return all Your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium in accordance with General Condition 5 Cancellation.

## Cancellation

If You wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in accordance with General Condition 5 Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote Your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court Westmoreland Road Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **[www.fca.org.uk](http://www.fca.org.uk)**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **[www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**



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