Master Tradesman Plus
Policy

All information in this document is correct at the time of printing (December 2015), for full up to date information please visit our website

coveainsurance.co.uk
Thank you for choosing Covéa Insurance.

This is Your Master Tradesman Plus Policy. It sets out the details of Your insurance contract with Covéa Insurance.

We will provide insurance in the terms of this Policy for injury or Damage occurring during the Period of Insurance which shall include any subsequent period for which We may accept payment for the renewal of the Policy.

The Schedules and any Endorsements are incorporated and form part of this Policy.

The Proposal, Declaration, any Statement of Fact and any premium payment application made by You are the basis of and form part of this Policy.
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Contact Numbers

Commercial Care Line
0330 024 2266

Should you be unfortunate enough to have to make a claim, Covéa Insurance Commercial Care Line will manage all aspects of the claim for you from the time it is reported.

- Dedicated telephone number – 0330 024 2266
- Dedicated fax number – 0330 024 2623
- By E-mail – commercialclaims@coveainsurance.co.uk
- In writing – Covéa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA

Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of your claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of your claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

Our aim is to bring your claim to a speedy and satisfactory conclusion.

Business Legal Helpline

As a Covéa Insurance policyholder should you require advice or guidance on any business legal problem, you may use the 24 hour telephone helpline at any time within the Period of Insurance of this Policy.

This service is provided free of charge by Cigna Insurance Services (Europe) Limited.

To take advantage of this free service telephone 0330 024 2624 and quote your Policy number.

Advice given to you will be confirmed in writing where necessary.
Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA’s website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Complaints Procedure

It is always Our intention to provide a first class standard of service. However, We do appreciate that occasionally things go wrong. In some cases the broker who arranged Your insurance will be able to resolve any concerns, particularly if Your complaint relates to the way the policy was sold, and You should contact them directly.

Alternatively, please contact Us using the following details, quoting Your Policy or claim number:

Customer Relations, Covéa Insurance,
Norman Place, Reading,
Berkshire RG1 8DA.
Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in Our leaflet ‘Complaints Procedure’ which is available on request or may be downloaded from Our website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer Your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if Your complaint is eligible when You contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if We cannot meet Our obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU www.fscs.org.uk.
Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless We agree in writing with You otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business. If there is any dispute, the law of England and Wales shall apply.

How to Cancel Your Policy

If You do not want to accept the Policy You have the right to cancel it within 14 days from the date of purchase of Your Policy or the day You receive Your Policy documentation, whichever is later. To do this You must return the Policy documentation to Your broker when giving Your instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started We will refund the premium for the exact number of days left on the Policy, less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance. We will also do this if You want to cancel the Policy within 14 days after the renewal date.

You may cancel the Policy at any other time by contacting Your broker.

If You cancel Your Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, We will not refund any part of the premium. If You have a Loan Agreement with Covéa Insurance, all outstanding monies must be paid to Us as described in Your Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current Period of Insurance, We will refund the premium for the exact number of days left on the Policy less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule.

For Our rights to cancel Your Policy please see the Our Rights to Cancel the Policy Condition on page 10 of this Policy document.

How We Use Your Information

The personal information, provided by You, is collected by or on behalf of Covea Insurance plc and may be used by Us, Our employees, agents and service providers acting under Our instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

We may also share Your information with reinsurers and regulators, as required by law.

From time to time We may need to undertake some of the processing of Your data in
countries outside of the European Economic Area, and in such cases We will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

We will not use Your information or pass it on to any other person for the purposes of marketing further products or services to You.

We will collect sensitive information when dealing with Your Policy, We will however only collect information that is relevant to Your Policy, its administration or claims handling.

Your personal information will be kept secure at all times.

Fraud Prevention and Detection
In order to prevent or detect fraud We will check Your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers’ databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes. We may also conduct credit reference checks in certain circumstances. You can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances We conduct credit reference checks and how these checks might affect Your credit rating by contacting Covea Insurance plc.

Disclosure of Other People’s Personal Information
You should show this notice to anyone whose personal information You provide to Us. You must ensure that any such information You supply relating to anyone else is accurate and that You have obtained their consent to the use of their data for the purposes set out above.

Your Rights
Under the Data Protection Act 1998 You have the right of access to the personal information held about You by Covea Insurance plc. You can exercise this right by contacting Us. We will make a charge of £10 for dealing with these requests.

You have the right to request that We correct any inaccuracies in the personal information We hold about You. Please contact Your insurance broker, or Covea Insurance plc, if Your personal information needs updating.

Consent
By providing Us with information, You also provide Us with Your consent and that of any other person whose information You provide, to the personal information being used for the purposes set out above.

How to Contact Us
Please visit www.coveainsurance.co.uk/dataprotection if You would like some more detailed information on how We share Your personal information.
Customer Information

continued

If You have any concerns about Our use of Your information please write to Customer Relations, Covea Insurance plc, Norman Place, Reading, RG1 8DA. Telephone: 0330 221 0444. If You contact Covea Insurance plc by telephone Your call may be recorded for training and evidential purposes.

Employers Liability Tracing Office

Certain information relating to Your insurance Policy including, without limitation, the Policy number(s), employers’ names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer’s reference numbers provided by Her Majesty’s Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers’ Liability Tracing Office, (the “ELTO”) and added to an electronic database, (the “Database”).

This information will be made available in a specified and readily accessible form as required by the Employers’ Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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

- to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- to identify the relevant employers’ liability insurance policies.

The Database will be managed by the ELTO.

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

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

1. Identification
The Policy Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear.

2. Claims procedure and requirements
(a) On the happening of any Bodily Injury or Damage You or Your legal personal representative shall at Your own expense
i. give immediate written notice to Us
ii. take all reasonable precautions to prevent further Bodily Injury or Damage
iii. within 30 days submit in writing full details of the incident
iv. supply all estimates information and assistance as may be required
v. send to Us any writ summons or other legal process issued or commenced against You
vi. notify Us immediately of any impending prosecution inquest or fatal accident inquiry
(b) You shall not negotiate admit or repudiate any liability without Our written consent
(c) We shall be entitled
i. to negotiate defend or settle in the name of and on Your behalf any claim made against You as We deem appropriate
ii. to prosecute at Our own expense and for Our own benefit any claim for indemnity damages or otherwise in Your name
iii. at any time to pay to You the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for Costs and Expenses incurred prior to the date of such payment
iv. on the happening of any occurrence of Damage caused by theft or attempted theft or malicious persons You shall give immediate notice to the Police.

3. Application of heat and fire precautions
This condition does not override any Endorsement on the Policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition.
General Conditions

continued

It is a condition precedent to Our liability that the following precautions will be complied with by You and/or any Employee and/or any of Your Sub Contractors whenever work is undertaken away from Your own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of angle grinders

(a) a thorough examination of the immediate vicinity of the work including the area on the other side of any wall or door partition roof or other horizontal structure shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat

(b) any combustible material (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

(c) there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards

(d) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer’s instructions

(e) no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers

(f) any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use

(g) for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area
or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph (a) above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door partition roof or other horizontal structure.

In addition it is a condition precedent to Our liability that whenever tar bitumen asphalt or pitch heaters are in use away from Your premises tar bitumen asphalt or pitch should be carried in a suitable vessel and the vessel is to be located at ground level and in the open air.

4. Flammable solvents

It is a condition precedent to Our liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by You and/or any Employee and/or any of Your sub-contractors whenever work is undertaken away from Your own premises:

(a) smoking by Your Employees or Sub Contractors must not take place

(b) no appliance for the application or supply of heat is to be used

(c) prior to commencement of work the site of work is to be checked by You and all naked flames in pilot lights and appliances extinguished

(d) adequate ventilation must be maintained where You or Your Employees or Sub Contractors are working.

5. Reasonable precautions

You shall take all reasonable precautions

(a) in the selection and supervision of Employees and subcontractors

(b) to avoid Bodily Injury or Damage to property

(c) to maintain in good condition all Plant Tools and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practice and Standards.

6. Alteration in risk

You must tell Us or Your broker immediately of any alteration in risk that materially affects Your Policy.

We shall not be liable under this Policy unless and until such alteration is agreed by Us and You pay the additional premium.

Where there is an additional premium required as a result of a mid term alteration to Your Policy, a minimum premium of £10 plus the prevailing rate of Insurance Premium Tax as
stated on Your Policy Schedule will be applied to cover administration costs.

If as a result of a mid term alteration You are due a refund of premium, amounts of under £10 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule will not be returned to You, to cover administration costs.

7. Other insurance

We will not be liable in respect of any liability which is or would be but for the existence of this Policy insured by any other Policy except to the extent of any excess beyond the amount that is or would be but for the existence of this Policy payable under such other Policy.

8. Our Rights to Cancel the Policy

We or any agent appointed by Us and acting with Our authority have the right to cancel Your Policy where there is a valid reason for doing so. We will give You fourteen days notice of cancellation in writing, by recorded delivery, to the latest address We have for You and will set out Our reason for cancellation in Our letter.

Valid reasons may include but are not limited to:

(a) not

(i) paying a premium when it is due

(ii) cooperating with Us, or sending Us information or documentation that materially affects Our ability to process the Policy or Our ability to defend Our interests

(iii) taking all reasonable precautions to prevent or minimise Damage accident or injury as required by General Conditions – Reasonable precautions of this Policy and failing to put this right when We ask You to by sending You seven days written notice to Your latest address

(b) where We reasonably suspect fraud or where there has been misrepresentation of information which You gave Us and/or other non-disclosure

(c) use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.

If We cancel Your Policy, We will refund the premium for the exact number of days left on the Policy less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, We will not refund any part of the premium.

If You have a Loan Agreement with Us to pay for Your insurance, outstanding monies may be owed when Your Policy is cancelled. They must be paid to Us as described in Your Loan Agreement.
If We cancel Your Policy on the grounds of fraud, cancellation may be immediate and We may retain any refund due. We may also inform the police of the circumstances.

For Your rights to cancel the Policy please see “How to Cancel Your Policy” on page 4 of this Policy document.

9. Interpretation
Interpretation of this Policy shall be by and any action against You shall be instituted, tried and executed in a court of law in the United Kingdom, the Channel Islands or the Isle of Man only.

10. Observance of conditions
The due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by You and the truth of the statements in the proposal made by You (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to Our liability.

11. Damage to property under the ground
We shall not be liable in respect of Damage to underground pipes, cables or other services unless You (a) have taken all reasonable measures to ascertain the location of all pipes, cables and other underground services before any work is commenced which may involve a risk of Damage including but not limited to ringing British Telecom 'Dial before you Dig' to ensure there are no fibre optic or other cables in the area of Your work (b) have retained a written record of the measures taken to comply with (a) above.

12. No claims discount
A discount will be allowed in calculating premiums for this Policy in accordance with the following discount scale subject to no claims having been made resulting in payment or still being outstanding

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<th>Discount Scale</th>
<th>Number of claim free years</th>
<th>Discount</th>
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<tr>
<td>1 year</td>
<td></td>
<td>5%</td>
</tr>
<tr>
<td>2 consecutive years</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>3 consecutive years</td>
<td></td>
<td>15%</td>
</tr>
<tr>
<td>4 or more consecutive years</td>
<td></td>
<td>20%</td>
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Any claim made will result in the discount earned being reduced to nil.

13. Alteration in the number of workers
We must be advised within 14 days if the number of workers exceeds the number specified in the Schedule and any additional premium paid unless such workers are temporary Employees and You are indemnified as agreed in the Temporary Employees Clause of this Policy.
14. Non Disclosure, Misrepresentation or Misdescription

We will avoid this Policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

15. Fraud

We will not pay the claim and all benefit under the Policy is forfeited if You or anyone acting for You makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by Your wilful act or with Your connivance. This includes providing false information regarding the circumstances of the loss or damage.
The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This Policy does not cover:

1. **War, Government Action and Terrorism**

   (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss directly or indirectly caused by or contributed to by or arising from:

   (i) War Government Action or Terrorism

   (ii) civil commotion in Northern Ireland

   (b) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

**War** shall mean 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** shall mean 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** shall mean acts of 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, of Her Majesty’s government in the United Kingdom or any other government whether legally recognised by the international community or otherwise.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to Terrorism any **Damage** or resulting loss or expense or indirect loss is not covered by this insurance the burden of proving that such **Damage** loss expense or indirect loss is covered shall be upon **You**.

**Liability Provisions**

Subject otherwise to the terms definitions exclusions provisions and conditions of this Policy **We** will indemnify **You** under the Employers’ Liability Section provided that in respect of any one occurrence 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 shall not exceed £5,000,000.
2. Sonic Bangs
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3. Radioactive Contamination
Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss 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

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

As far as concerns Bodily Injury caused to any Employee of Yours if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this exclusion shall apply only in respect of:

(i) the liability of any Principal

(ii) liability assumed by You under agreement and which would not have attached in the absence of such agreement.

4. Date Recognition
Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000:

(a) correctly to recognise any date as its true calendar date

(b) to capture save retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

(c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

5. Electronic Data Exclusion
Damage distortion erasure corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any
other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this exclusion the following definitions apply:

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

“Computer Virus” shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. It shall include but not be limited to ‘trojan horses’ ‘worms’ and ‘time or logic bombs’.

Electronic Data Processing Media Valuation

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

(The following Endorsements only apply if shown on the current Policy Schedule)

1. Excluded Activities

We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with

1. 1. the demolition or partial demolition of any structure
2. the surfacing or construction of roads
3. the laying of underground services
   unless incidental to any building contract undertaken by You for which indemnity is provided hereunder

2. any excavation exceeding in any part a depth of 3 metres

3. the felling or lopping of any tree exceeding 5 metres in height

4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction

5. the use or possession of tower cranes or cradles

6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships aircraft towers or steeples

7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based Product

8. work on computer mainframe installations and their cabling.

2. Premise Restriction

We shall only be liable in respect of Bodily Injury or Damage to property caused by or in connection with work in or on buildings or that part of any building (including the grounds thereof) occupied solely as:

(a) private dwellings
(b) shops
(c) offices
(d) hotels
(e) public houses and restaurants
(f) guest houses
(g) schools or colleges
(h) residential, retirement or nursing homes

We will not be liable in respect of Bodily Injury or Damage to property caused by or in connection with work in or on any other premises not defined above.

3. Bodily Injury to Working Partners

For the purpose of Section C – Employers’ Liability any working partner named as an Insured in the Schedule shall be regarded as
an Employee but only in respect of Bodily Injury for which a partner or Employee of the Insured is legally liable.

4. Increased Property Damage Excess
The amount of £100 shown in Exclusion 10 (c) of Section B – Public and Products Liability is increased to the amount stated in the Schedule against this Endorsement Number.

5. Increased Property Damage Excess
For the first Period of Insurance only the amount shown in Exclusion 10 (c) of Section B – Public and Products Liability is increased to the amount stated in the Schedule against this Endorsement Number.

6. Aerial Erection Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the installation or repair of external radio or TV aerials.

7. Formwork or Shuttering Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the erection or installation of formwork or shuttering when the contract is solely or mainly for such work.

8. External Work Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with work on the exterior of any building.

9. Central Heating Work Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with work on central heating systems.

10. Heat Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the use of electric oxyacetylene or other welding or heat cutting equipment hot air guns blow lamps or blow torches tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat elsewhere than at Your own premises.

11. Products Exclusion (Insulation Materials)
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with any insulation material and occurring after its installation.

12. Cleaning Restriction
We shall not be liable in respect of
1. **Bodily Injury** or **Damage** to property caused by or in connection with the external cleaning of any premises or the cleaning of industrial plant or machinery or of motor vehicles

2. **Damage** to carpets upholstery or curtains caused by or arising from the use of specialist cleaning equipment.

13. **Damage to Drains**
We shall not be liable in respect of **Damage** to drains or pipes caused by or arising out of any cleaning or unblocking process or work.

14. **Woodworking Machinery Exclusion**
(Applicable to Section C – Employers’ Liability only)
We shall not be liable in respect of **Bodily Injury** caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand.

15. **Carpets Upholstery and Other Goods Fitting or Cleaning Restriction**
We shall not be liable in respect of **Damage** to any carpet floor covering upholstery or other property which comprises or is incorporated in any contract undertaken by You or on Your behalf for its cleaning fitting taking up or alteration.

16. **Welding Exclusion**
We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of electric oxyacetylene or other welding or heat cutting equipment.

17. **Fencing Restriction**
We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on central reservations or the erection installation alteration or repair of crash barriers.

18. **Bathroom Fitting Exclusion**
We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation or refurbishment of bathrooms or sanitary ware.

19. **Property Being Worked Upon**
We shall not be liable in respect of **Damage** to property being worked upon if the **Damage** arises from such work.

20. **Depth Limit – 1 metre**
Notwithstanding anything contained in Endorsement 1 - Excluded Activities We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 1 metre.
Endorsements

21. Design or Construction of Foundations Exclusion

We shall not be liable in respect of Bodily Injury or Damage to property caused by or arising from faulty inadequate or defective design, specification or construction of foundations.

22. Lead Burning Exclusion

We shall not be liable in respect of Bodily Injury or Damage to property caused by or arising out of lead burning or welding.

23. Sale or Hire of Appliances Exclusion

We shall not be liable in respect of Bodily Injury or Damage to property caused by or arising out of the sale hire or renting of domestic or office equipment or appliances.

24. Standard Tools Cover Endorsement

(Excluding theft from unattended vehicles)

In respect of Section D – Tools Standard Plus Cover the following alterations are effective

1. Exclusion 4 is amended to read as Damage to Tools caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room or box and there is evidence of forcible or violent entry to or exit from the room or box

2. The following exclusion is added

Exclusion 9

Damage to Tools caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer

3. Exclusion 8 is amended to read as follows:

8. the first £60 of each and every claim for Damage.

25. Heat Exclusion other than Hot Air Guns or Seaming Irons

We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the use of any equipment or process involving the application or use of heat elsewhere than at Your own premises other than hot air guns or seaming irons.

26. Caterers Restriction

We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the manufacture or preparation of food for wholesale purposes or for supply by anyone other than You.

27. Manufacture or Supply Only Exclusion

We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the manufacture sale or supply of any goods or materials other than for erection or fitment by or on Your behalf.
28. Premise Restriction including 4 Floor Height Limit
We shall only be liable in respect of Bodily Injury or Damage to property caused by or in connection with work in or on the first four floors (including basement and attic) of any buildings or that part of any building (including the grounds thereof) occupied solely as:
(a) private dwellings
(b) shops
(c) offices
(d) hotels
(e) public houses and restaurants
(f) guest houses
(g) schools or colleges
(h) residential, retirement or nursing homes
We will not be liable in respect of Bodily Injury or Damage to property caused by or in connection with
1. work carried out over and above the fourth floor (including basement and attic) of the premises specified above
2. work in or on any other premises not defined above

29. Commercial Vehicle Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with work in or on commercial vehicles exceeding 3.5 tonnes Gross Vehicle Weight.

30. Deletion of Contingent Liability
Contingent Motor Liability Clause of Section B – Public and Products Liability is deleted.

31. Wheelie Bin Cleaners
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the cleaning of any building or other structure or property other than domestic wheelie bins patios or driveways.

32. Height Limit – 10 Metres
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with:
1. any external work undertaken at a height from the ground of more than 10 metres
2. any internal work undertaken at a height from the floor of more than 10 metres.

33. Gas Appliance Work Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the installation service maintenance or repair of gas appliances pipework equipment or flues.

34. Height Limit – 15 Metres
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with:
1. any external work undertaken at a height from the ground of more than 15 metres
2. any internal work undertaken at a height from the floor of more than 15 metres.

35. Underground Cables Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the laying or repair of underground cables.

36. Motor Vehicles Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with work on motor vehicles.

37. Damp Proofing / Timber Treatment Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with any damp proofing or timber treatment work undertaken by or on Your behalf.

38. Road Motorway or Neon Signs Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the erection of road motorway or neon signs.

39. Professional Indemnity Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the exercising by You or any servant, Employee, agent or sub contractor of Yours of any professional skill, duty or advice whether fees are charged or not.

40. Manual Work Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with any manual work carried out by You.

41. Height Limit – 5 Metres
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with:
1. any external work undertaken at a height from the ground of more than 5 metres
2. any internal work undertaken at a height from the floor of more than 5 metres.

42. Efficacy Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the failure or partial failure of any Product or part thereof to perform the function for which it was intended.

43. Movement of Vehicles Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the movement of any mechanically propelled vehicle by or on Your behalf.
44. Paint Spraying Exclusion

We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with the use of paint spraying equipment.

45. Hairdressers Treatment Risk

Notwithstanding Exclusion 9 of Section B – Public and Products Liability We will indemnify You in respect of liability for Bodily Injury or Damage to property caused by or arising from treatment rendered by You in the course of the Your Business as Hairdresser provided that such treatment is restricted to:

1. tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
2. normal hairdressing work on wigs and hairpieces.

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

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced or treated in any way by You
2. usage or mixing of any Product contrary to the makers or vendors instructions
3. any treatment carried out by any person who has less than 2 years continuous service as a hairdresser or apprentice hairdresser other than

(a) the washing and drying of their hairpieces or wigs
(b) whilst such person is under the direct and continuous supervision of a qualified operator who has at least 2 years continuous service as a hairdresser or apprentice hairdresser

4. any operation involving the removal or piercing of skin.

Special Conditions

Razor or clipper blades steel combs or any item must be brand new and/or thoroughly sterilised.

46. Change of Excess (Groundwork)

Section B – Public and Products Liability Exclusion 10(a) is amended to read as follows:

10. (a) underground pipes cables or services £1500.

47. Groundworkers Endorsement

It is hereby agreed that Endorsement 1 – Excluded Activities parts 1.2 and 1.3 are deleted.

48. Depth Limit – 5 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities. We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with any excavation exceeding in any part a depth of 5 metres.
49. Hazardous Agricultural Work Exclusion
Notwithstanding anything contained elsewhere in the Policy We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with:
1. crop spraying
2. the use of explosives
3. tree felling, topping, lopping or sawing
4. Damage to overhead wires and/or cables.

50. Scaffolding and Use of Chemicals Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with:
1. the use of acids and/or chemicals
2. the erection or dismantling of scaffolding.

51. Premises Restriction – Private Dwellings Only
We shall only be liable in respect of Bodily Injury or Damage to property caused by or in connection with work on or on buildings or that part of any building occupied solely as private dwellings (including the grounds thereof).

52. Depth Limit – 2 Metres
Notwithstanding anything contained in Endorsement 1 – Excluded Activities elsewhere in the Policy We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with any excavation exceeding in any part a depth of 2 metres.

53. Motorway and A-Road Exclusion
We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with work on either motorways or A-Roads.

54. Financial Loss Exclusion
We will not indemnify You in respect of any claim arising directly or indirectly out of financial loss.

55. Roofing Exclusion
We will not indemnify You in respect of any claims arising from or in connection with roof work.

56. Damage to Property in Care, Custody or Control Exclusion
We will not indemnify You in respect of claims arising from Damage to property in Your care, custody or control.

57. Tour Operators Liability Exclusion
We will not indemnify You in respect of any claim arising out of or in connection with the organisation and sale (either directly or via a retailer) of any pre-arranged component or components of a holiday and otherwise subject
Endorsements

continued

to the Package Holiday, Package Travel and Package Tour Regulations 1992 or any subsequent amending legislation.

58. Pedal and Motorcycle Courier Exclusion
We will not indemnify You in respect of any claim arising out of or in connection with work as a pedal cycle or motorcycle courier.

59. Proprietary Brands Condition
It is a condition precedent to Our liability under this Policy that You only use proprietary brands and these are used and stored in accordance with the manufacturer’s instructions.

60. Structural Steelwork Erection Exclusion
We will not indemnify You in respect of any claims arising out of or in connection with the erection of structural steelwork.

61. Service Indemnity Exclusion
We will not indemnify You in respect of Section B – Public and Products Liability for claims arising out of the defective servicing or repair of motor vehicles.

62. Burning Conditions (replacing General Condition 3)
It is a condition precedent to Our liability under this Policy that in respect of the work away from Your own premises involving the use or application of heat, including the use of blow torches, blow lamps and welding and flame cutting equipment, the following precautions will be complied with on each occasion:

1. Before starting work
   (a) You shall appoint an Employee on each site to be responsible for fire safety and for seeing that precautions are taken, who shall obtain from the person in charge at each site permission to start work
   (b) all Your Employees on each site shall be made aware of the location of the site’s fire alarms and fire fighting equipment
   (c) Your appointed person shall examine all property in the vicinity, including the area on the other side of any wall or partition, to ensure that no combustible material is in danger of ignition either directly or by conducted heat
   (d) the area shall be cleared of all movable and/or combustible materials to a distance of no less than 15 metres from the point of application of heat. Combustible materials, which cannot be moved, must be covered and fully protected by overlapping sheets or screens of non-combustible material

2. During the progress of the work
   (a) You will arrange for a person to work alongside the operative(s) using the equipment, to see that there is no outbreak of fire and shall have
available for immediate use at least two buckets of dry sand and a hose connected to the nearest hydrant with the supply of water turned on and controlled at the nozzle of the hose. Where water would aggravate a fire or explosion or where there is no water supply there shall be available for immediate use at the site of the operations at least two suitable fully charged fire extinguishers

(b) the lighting of all blow lamps, blow torches and cutting equipment shall be carried out strictly in accordance with the manufacturer’s instructions and no piece of lighted equipment shall be left unattended

(c) gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and in any event at least 15 metres from the point of application of heat

3. After ceasing work

Upon completion of the application of heat a continuous examination for a period of one hour shall be made of:

(a) the immediate vicinity of the work, i.e. within a radius of 15 metres

(b) the area on the other side of any wall or partition to ensure that there is no risk of fire.

63. Manufacturing Exclusion

We will not indemnify You in respect of any claim arising out of or in connection with any manufacturing undertaken by You or on Your behalf.

64. Underground Services

It is a condition precedent to Our liability under this Policy that except when performing emergency repair works You shall use the local free-phone service for the area in which You will be working prior to commencement of any contract for excavation where underground services may be at risk of Damage.

Where such free-phone services are not available You shall use an appropriate detection system.

65. Depth Limit – 8 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities We shall not be liable in respect of Bodily Injury or Damage to property caused by or in connection with any excavation exceeding in any part a depth of 8 metres.

66. Haulage Contamination Exclusion

We will not indemnify You in respect of Damage caused by the wrongful delivery of or the contamination in transit of any load by You.
67. Hauliers Exclusion
We will not indemnify You in respect of Bodily Injury or Damage caused by or arising from the handling, carriage, storage or disposal of:
(a) waste
(b) livestock
(c) bulk tank liquids, oils, gases or chemicals
(d) explosives or radioactive materials
(e) dangerous goods as defined within the Approved Carriage List for the purposes of the Carriage of Dangerous Goods by Road and Rail (Classification, Packaging and Labelling) Regulations 1994.

68. Guns Exclusion
We will not indemnify You in respect of any claims arising from or in connection with the use of guns.

69. Plant Hirers Condition
It is a condition precedent to Our liability under this Policy that You check all Plant and/or equipment before passed to the hirer and check that equipment again when returned by the hirer. Written records must be maintained to confirm the checks have taken place. All Plant and/or equipment hired out without an operator must be accompanied with the necessary operating and/or safety instructions.

70. Amusements Exclusion
We will not indemnify You in respect of any claim arising out of or in connection with:
(a) any mechanically propelled amusement device on which persons ride or are conveyed
(b) any rifle gun or archery range.

71. Plant Hirers – CPA Condition
It is a condition precedent to Our liability under this Policy that all Plant and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Conditions of hire unless otherwise agreed and (if otherwise agreed) a copy of Your standard hiring conditions must be lodged with and approved by Us.

72. Window Cleaners – Water Fed Pole Method
We will not indemnify You in respect of any claims arising out of the cleaning of windows carried out above ground level unless such cleaning is carried out by water fed pole and brush cleaning systems.

73. Couriers Weight Limit – 22kg
We will not indemnify You in respect of any claim arising out of or in connection with the handling of any package or parcel exceeding 22kg in weight.
74. Painters and Decorators – Work Restriction

In respect of any external work or work involving the use of heat We shall only be liable in respect of Bodily Injury or Damage to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic (including the grounds thereof). Bodily Injury or Damage to property caused by or in connection with work in or on any other premises not defined above is excluded.

Additionally, in respect of internal work We shall only be liable in respect of Bodily Injury or Damage to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes undertaken at a height from the floor of not more than 10 metres.
Certain words in the Policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the Policy, unless varied by a definition in a particular Section, and are printed in bold to help You identify them.

**Average**
If at the time of any loss the total Sum Insured specified in the Schedule is less than 85% of the total value of the property insured We shall bear only that proportion of the Loss which the total Sum Insured bears to the total of the property insured.

**Bodily Injury**
Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

**Business**
The business as described in the Schedule shall include:

1. the ownership, repair, maintenance and decoration of Your business premises
2. private work undertaken by any Employee with Your prior consent for any director partner or other Employee of Yours
3. the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees
4. Your fire, security, first aid, medical and ambulance services

5. Your participation in exhibitions.

**Certificate of Completion**
The certificate issued by the architect or engineer confirming substantial completion of the Contract Works.

**Company/We/Us/Our**
Covea Insurance plc

**Contract Price**
For any one contract the amount of the estimated cost of the Contract Works at inception including the value of Free Issue Materials up to but not exceeding the amount stated in the Schedule as the Sum Insured in respect of Section F

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

**Contract Works**
The temporary or permanent works executed or in course of execution by or on behalf of You in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith whilst on or adjacent to the Contract Site or in transit by road rail or inland waterway within the Geographical Limits to the extent You are responsible under contract.
Costs and Expenses
1. Claimants’ legal costs for which You are legally liable
2. All costs and expenses incurred 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 these sections or at any coroner’s inquest or fatal accident inquiry.

Damage
Physical loss destruction or damage.

Debris Removal Costs
Costs and expenses necessarily incurred by You with Our consent in removing debris or dismantling or demolishing or propping up or shoring up any part or parts of the Contract Works consequent upon Damage for which You are entitled to indemnity under this Policy.

Employee
Any person while working under Your direct control in connection with the Business including:
1. any person under a contract of service or apprenticeship with You
2. any labour master or any labour only sub-contractor or any person supplied by them
3. any self employed person providing labour only
4. any person hired or borrowed by You but in respect of any driver or operator of plant hired to You only when the conditions of hire so require
5. any person under a training or work experience scheme.

Free Issue Materials
Materials for incorporation into the Contract Works
1. issued free to You by or on behalf of Your employer or Principal
and
2. for which You are responsible under the conditions of the contract
the value of which will not be included in the final valuation of the Contract Works carried out or the final Contract Price and which are not otherwise excluded.

Geographical Limits
Great Britain the Isle of Man and Channel Islands.

Goods in Transit
Your Business equipment (excluding Tools) stock and materials in trade and goods in trust for which You are responsible.
Policy Cover

Section A – Definitions

continued

**Insured/You/Your**
The person persons or Limited or Public Limited Companies named in the [Schedule](#).

**Insured Person**
Any [Principal](#) partner director or [Employee](#) working in the [Business](#) and included in the insurance provided by Section B – Public and Products Liability.

**Maintenance Period**
The period designated in any contract entered into by [You](#) during which [You](#) are responsible for rectifying defects originating during the performance of the works provided that such period does not exceed 24 months.

**Pollution or Contamination**
1. All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
2. [Damage](#) or [Bodily Injury](#) directly or indirectly caused by such Pollution or Contamination.

**Period of Insurance**
The period beginning with the effective date and ending with the expiry date shown in the Schedule and any other period for which [We](#) accept payment for renewal of this Policy.

**Plant**
Plant equipment site huts or caravans other than [Tools](#) for use in connection with the [Business](#).

**Practical Completion**
Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the Contract Works.

**Principal**
Any person company local authority or other body with whom [You](#) have entered into a contract or agreement for the performance of work in connection with the [Business](#).

**Product**
Any commodity article or thing supplied installed erected repaired altered or treated by [You](#) or on [Your](#) behalf.

**Schedule**
The document that specifies [Your](#) details and any Excesses and Endorsements that are applicable. The Schedule shows the Sections of the Policy that are operative.

**Tool(s)**
Hand tools and hand held portable power tools the property of or hired in by an [Insured Person](#) for use in connection with the [Business](#).
We will indemnify You against all sums for which You are legally liable to pay in respect of compensation and Costs and Expenses in respect of accidental

1. Bodily Injury to any person
2. Damage to physical property
3. Obstruction trespass nuisance wrongful arrest or any interference with any right of way light air or water

occurring during the Period of Insurance and caused in connection with the Business within the Geographical Limits.

Our liability shall not exceed the Limit of Indemnity as stated in the Schedule for all compensation payable in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Clauses

Additional Directors Partners or Employees

Notwithstanding the total number of persons or Employees stated in the Schedule this Policy is extended to include additional partners directors or Employees provided that the total number of partners directors and Employees does not exceed 10.

If You fail to notify Us within 14 days of the engagement of any such additional person other than in respect of temporary Employees

We shall not be liable for the first £500 of each and every claim in addition to any other excess provided for in this Section.

Additional Persons Insured

At Your request We will indemnify as though they were You

(a) any director partner or Employee of Yours while acting in such capacity in the course of the Business but only insofar as You would be entitled to indemnity under this Policy were the claim made against You

(b) any director or partner of Yours for whom an Employee is undertaking private work incidental to the Business.

In the event of Your death We will indemnify as though they were You Your legal personal representatives in respect of liability incurred by You provided that

1. such Additional Person shall as though he were You observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply

2. We shall have the conduct and control of all claims

3. if We are required to indemnify more than one party in respect of any occurrence or occurrences Our liability shall not in aggregate exceed the Limit of Indemnity.

Bona-fide Subcontractors

We will indemnify You in respect of work carried out by bona-fide subcontractors working
Policy Cover

Section B – Public and Products Liability

continued

for You or on Your behalf provided that We shall not be liable under this Clause

1. unless prior to appointment You have checked that bona-fide subcontractors hold current and valid Public Liability insurance

2. if annual payments to bona-fide subcontractors are greater than £50,000 per annum unless agreed to the contrary by Us.

In the event of a claim under this Clause You shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for You.

Contractual liability

We will indemnify You in respect of liability assumed by You under any contract or agreement for work in connection with the Business other than

1. for liquidated damages or fines or penalties

2. any agreement to obtain indemnity under this Section for or on behalf of anyone other than You except as provided for in the Additional Persons Insured Clause or as otherwise agreed by Us and endorsed onto the Policy

3. in respect of property the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) in the terms of which You are required to effect insurance

4. liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with any Product

5. for Damage to property forming the subject of a contract of agreement for work therein or thereon including any Costs and Expenses incurred in connection therewith when liability attaches to You solely by reason of the terms of the contract or agreement.

Corporate Manslaughter

We will indemnify You in respect of:

(a) legal fees and expenses incurred with Our prior written consent for defending prosecutions, including appeals against convictions

(b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

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

We will not indemnify You under this Clause in respect of:

1. any prosecutions unless they relate to death to any person other than an Employee occurring within the Geographical Limits during the Period of Insurance happening in connection with the Business
2. (a) the payment of fines or penalties
   (b) any remedial or publicity orders or any steps required to be taken by such orders.

3. defence Costs and Expenses and costs of prosecution awarded against You for which You are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this Policy.

4. any proceedings resulting from any deliberate act or omission by You.

Contingent Motor Liability
Despite Exclusion 3 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 within the Geographical Limits.

Provided that this indemnity shall not apply:
1. in respect of Damage to the vehicle
2. whilst the vehicle is being driven:
   (a) by You
   (b) with Your general consent by any person who to Your knowledge or that of Your representatives does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. to liability which is insured or would but for the existence of this Section be insured under any other insurance.

Court Attendance Costs
We will compensate You if at Our request You or any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay for:
1. You, each director or partner is £500 per day
2. each Employee is £250 per day.

Cross Liability
Where the Insured comprises more than one party We will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase Our liability beyond the amount for which We would have been liable had this Clause not applied.

Defective Premises Act
We will indemnify You in respect of liability incurred by You under Section 3 of the Defective Premises Act 1972 in connection with any premises or land disposed of by You and which prior to disposal were occupied by You for the purposes of the Business.

Provided that this indemnity shall not apply to:
1. the cost of rectifying any Damage or defect in the premises or land disposed of
2. liability for which You are entitled to indemnity under any other policy.
Policy Cover

Section B – Public and Products Liability

continued

Damage to Leased or Rented Premises

Exclusion 2 shall not apply to liability for Damage to any premises (including their fixtures and fittings) leased to or rented by You.

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

Health and Safety at Work etc Act 1974

We will indemnify You and at Your request any partner director or Employee of Yours while acting in that capacity in respect of:

(a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

(b) costs of prosecution awarded against You which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Geographical Limits and in connection with the Business

2. in respect of proceedings which
   (a) result from any deliberate act or omission by You
   (b) relate to the health and safety of any Employee

3. for fines or penalties of any kind

4. where indemnity is provided by another insurance policy

5. unless We have the conduct and control of all proceedings in respect of which indemnity is sought.

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:

1. We shall retain sole conduct and control of any claim

2. the Principal shall observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.
Policy Cover

Section B – Public and Products Liability

continued

Temporary Employees

We will indemnify You in respect of temporary Employees. Cover is provided under this Clause to a maximum of 50 man-days worked in any one Period of Insurance.

This Clause does not remove the need to declare changes in Employee numbers as required by General Condition 13 of this Policy.

Work Overseas

The indemnity provided shall extend anywhere in the world in respect of the acts or omissions of persons ordinarily resident within the Geographical Limits but temporarily engaged in non-manual work in connection with the Business outside the Geographical Limits.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. Bodily Injury sustained by any Employee

2. Damage to physical property
   (a) belonging to or leased let rented or hired to or in the charge or custody or control of You or any Employee or director other than
   (i) the personal effects of any Employee or visitor
   (ii) premises (and contents therein) temporarily occupied by You for the purpose of carrying out work (not being premises which are owned by leased rented or hired to You)
   (b) comprising or forming part of the Contract Works other than where the works have reached Practical Completion and any Maintenance Period for the works have expired

3. Bodily Injury or Damage arising from Your ownership possession use or control or on Your behalf of
   (a) any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
   (b) any mechanically propelled vehicle or trailer attached thereto other than
   (i) any vehicle not licensed for road use
   (ii) any vehicle while being used as a tool of trade
   (iii) the loading or unloading of any vehicle

provided that You are not entitled to indemnity from any other source and that this Policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation.
Policy Cover

Section B – Public and Products Liability

continued

4. Bodily Injury or Damage arising from
   (a) any Product outside the Geographical Limits
   (b) the failure or partial failure of any fire security or warning device to fulfil its intended function

5. Bodily Injury or Damage arising from or contributed to by any design plan specification or advice provided
   (a) for work not undertaken by You or
   (b) by any Architect Quantity Surveyor or Consulting Engineer or
   (c) by any person other than You

6. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of
   (a) any Product if such liability arises from any defect therein or the harmful nature or unsuitability thereof
   (b) defective work

7. Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance and Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in aggregate exceed the amount shown as the Limit of Indemnity in the Schedule

8. any loss cost expense liability for Bodily Injury loss or Damage directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or Products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property Damage only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

9. the giving of or application of any hair or beauty treatment

10. the first amount of each and every claim in respect of Damage to:
   (a) underground pipes cables or services ....................... £500
   (b) property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat. ............ £500
   (c) property other than as provided for in (a) and (b) above........ £100.
Policy Cover
Section C – Employers’ Liability

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover
We will indemnify You against all sums for which You are legally liable in respect of Bodily Injury to any Employee caused during the Period of Insurance and arising out of and in the course of the Business within the Geographical Limits

Provided that Our liability in respect of any one claim against You or series of claims against You relating to any one or more of Your Employees arising out of any one occurrence shall not exceed £10,000,000 which shall be inclusive of

1. (a) all Costs and Expenses incurred with Our written consent in connection with the defence of any claim
   (b) the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against You in respect of any breach or alleged breach of statutory duty resulting in Bodily Injury that may be the subject of indemnity under this Section

2. all Costs and Expenses recoverable by any claimant from You.

Clauses

Additional Persons Insured
At Your request We will indemnify as though they were You

(a) any director partner or Employee of Yours while acting in such capacity in the course of the Business but only insofar as You would be entitled to indemnity under this Policy were the claim made against You

(b) any director or partner of Yours for whom an Employee is undertaking private work incidental to the Business

In the event of Your death We will indemnify as though they were You Your legal personal representatives in respect of liability incurred by You provided that

1. such Additional Person shall as though he were You observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply

2. We shall have the conduct and control of all claims

3. if We are required to indemnify more than one party in respect of any occurrence or occurrences Our liability shall not in aggregate exceed the Limit of Indemnity.
Corporate Manslaughter

We will indemnify You in respect of:

(a) legal fees and expenses incurred with Our prior written consent for defending prosecutions, including appeals against convictions

(b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

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

We will not indemnify You under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any Employee occurring within the Geographical Limits during the Period of Insurance happening in connection with the Business

2. (a) the payment of fines or penalties

   (b) any remedial or publicity orders or any steps required to be taken by such orders

3. defence Costs and Expenses and costs of prosecution awarded against You for which You are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this Policy

4. any proceedings resulting from any deliberate act or omission by You.

Court Attendance Costs

We will compensate You if at Our request You or any director, partner or Employee are attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay for:

1. You, each director or partner is £500 per day

2. each Employee is £250 per day.

Cross Liability

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

Health and Safety at Work etc Act 1974

We will indemnify You and at Your request any partner director or Employee of Yours while acting in that capacity in respect of:

(a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
Section C – Employers’ Liability

(b) costs of prosecution awarded against You which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Geographical Limits and in connection with the Business

2. in respect of proceedings which
   (a) result from any deliberate act or omission by You
   (b) relate to the health and safety of any person other than an Employee

3. for fines or penalties of any kind

4. where indemnity is provided by another insurance policy

5. unless We have the conduct and control of all proceedings in respect of which indemnity is sought.

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 shall retain sole conduct and control of any claim

(b) the Principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Rights of Recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain the Isle of Man or the Channel Islands but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

Temporary Employees

We will indemnify You in respect of temporary Employees. Cover is provided under this Clause to a maximum of 50 man-days worked in any one Period of Insurance.

This Clause does not remove the need to declare changes in Employees as required by General Condition 13 of this Policy.

Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to an Employee whilst temporarily engaged in non-manual work in connection with the Business outside the Geographical Limits provided that such Employee is ordinarily resident within the Geographical Limits.
Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. **Bodily Injury** to any **Employee** when the **Employee** is
   
   (a) carried in or upon any motor vehicle
   
   (b) entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

This exclusion shall not apply to **Bodily Injury** to any **Employee** who at the time the **Bodily Injury** occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided always that **You** are not entitled to indemnity under any other policy for such **Bodily Injury**.
Policy Cover

Section D – Tools Standard Plus Cover

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)

Cover

We will indemnify the Insured Person in respect of Damage to Tools occurring during the Period of Insurance and within the Geographical Limits provided that such indemnity shall be by payment or at Our option by reinstatement or repair.

Our liability in respect of the amount payable to any one Insured Person shall not exceed:

1. the Sum Insured stated in the Schedule
2. £500 in respect of any one Tool.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. indirect loss of any kind
2. Damage to Tools due or attributable to (a) wear tear rust corrosion mildew or other gradual deterioration or vermin or insect

(b) any process of cleaning repair or restoration
(c) its own mechanical electrical or electronic breakdown failure or derangement

3. Damage which is not traceable to an identifiable occurrence or which is caused by deception

4. Damage to Tools caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room or box and there is evidence of forcible or violent entry to or exit from the motor vehicle trailer or room or box

5. Damage to Tools
   (a) occurring while lent to or being used by anyone other than an Insured Person or an Employee
   (b) while hired out

6. Damage to ladders generators transformers or any other equipment or Tool not designed to be applied directly to the work by hand

7. Damage to portable computers and ancillary equipment and/or portable telecommunication equipment

8. the first amount of each and every claim for Damage
Policy Cover

Section D – Tools Standard Plus Cover

continued

(a) caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park ....................... £250

(b) from any cause other than (a) above ......................... £60.
Policy Cover

Section E – Goods in Transit

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify You in respect of Damage to goods pertaining to the Business whilst in or on or being loaded into or onto or unloaded from any motor vehicle within the Geographical Limits and owned by or operated by You or under Your direct control.

Our liability shall not exceed £2,000 in respect of any one occurrence.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. Damage caused by deterioration or any inadequate packing or insulation

2. Damage caused by theft or attempted theft from any unattended vehicle unless
   (a) the vehicle is securely locked at all points of access
   (b) between the hours of 9pm and 6am the vehicle is kept within a securely locked building

3. Damage due to delay or any other indirect loss.
Policy Cover

Section F – Contract Works

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify You in respect of Damage to the Contract Works occurring during the Period of Insurance provided that

1. Our liability shall not exceed the maximum Contract Price stated as the Sum Insured in the Schedule. The Sum Insured by this section is subject to Average

2. such indemnity shall be by payment or at Our option by reinstatement or repair.

Clauses

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any Damage You shall pay the additional premium required by Us in respect of such amount provided that Our liability in respect of any one occurrence of Damage shall not by virtue of this Clause exceed the Sum Insured stated in the Schedule.

Debris Removal and Professional Fees

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

1. (a) removing debris
   (b) dismantling and/or demolishing
   (c) shoring up propping and fencing off

(d) clearing and/or repairing drains and service mains on site

2. professional fees in connection with the reinstatement or repair of the Contract Works following Damage but not for preparing any claim.

Free Issue Materials

The Contract Works will include any Free Issue Materials provided You include their value in the Contract Price.

Increase in Contract Price

In the event of any increase in the Contract Price during the Period of Insurance the Sum Insured stated in the Schedule shall be deemed to be increased in like proportion up to but not exceeding 20% of the Sum Insured.

Indemnity to Principal

We will indemnify the Principal as though they were You but only to the extent required by the conditions of the contract or agreement provided that

1. the Principal shall as though they were You observe, fulfil and be subject to the terms, conditions and exclusions of this Policy

2. We shall have the conduct and control of all claims.

Local Authorities

We will indemnify You in respect of the additional cost of reinstatement of the
Policy Cover

Section F – Contract Works

continued

Contract Works as may be incurred solely by reason of the necessity to comply with any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided that

1. the amount recoverable under this Clause shall not include
   (a) costs incurred in complying with any of the said Regulations or Bye-Laws
      (i) which can be recovered elsewhere
      (ii) under which notice had been served upon You 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 property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye-Laws

2. the work of reinstatement shall be commenced and carried out within twelve months of Damage.

Maintenance Period Indemnity

Notwithstanding Exclusion 2(f)(i) We will indemnify You in respect of Damage to any part of the Contract Works occurring during the Maintenance Period relating to that part and for which in the terms of the contract You are responsible

1. arising from a cause occurring prior to such Maintenance Period

or

2. caused by You in the course of work undertaken to comply with any terms of the contract relating to such Maintenance Period.

Off Site Storage

We will indemnify You in respect of materials allocated to any contract whilst temporarily stored anywhere within the Geographical Limits provided You are responsible for them.

Overtime and Other Costs

In respect of any Damage for which You are entitled to indemnity under this Policy We will indemnify You in respect of the reasonable additional costs of overtime shift working bonus payments plant hire charges express delivery and similar expenses necessarily incurred by You with Our consent to expedite the reinstatement or repair of the Contract Works.

Provided that

1. such additional costs shall not in any way contribute to completion of any part of the Contract Works sooner than that part would have been completed had such Damage not occurred

2. Our liability in respect of such additional costs shall not exceed 10% of the Contract Price.
Policy Cover

Section F – Contract Works

continued

Plans and Specifications
The Sum Insured stated in the Schedule is deemed to include plans specifications and other documents in respect of which Our liability shall be limited to the replacement of such plans specifications and documents essential for completion of the contract and shall not exceed their value as stationery together with the cost of labour in writing up redrawing or reproducing such plans specifications and documents excluding the value of or cost of retrieving information contained therein.

Prospective Purchasers Temporary Accommodation
In respect of private houses bungalows flats or maisonettes built by You We will at Your request pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of the property suffering Damage as insured by this Section which occurs between exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that

1. Our maximum liability under this Clause shall not exceed 10% of the purchase price of the property or £10,000 whichever is the lesser

2. the property is not insured elsewhere

3. the purchaser observes the terms and conditions of this Policy.

Show Properties
We will indemnify You in respect of Damage to show properties including their contents.

The maximum We will pay in respect of the contents of any one show property is £10,000.

Speculative Building
We will indemnify You in respect of Damage to private dwellings You have erected on a speculative basis but Cover shall cease from

1. the date such property is sold let or leased

2. three months after the date of Practical Completion

whichever is the earlier.

Where the property comprises several units within one block then part 1 of this Clause shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of Practical Completion if parts of it are still unsold unlet or unleased.

Sub-Contractors Waiver of Subrogation
In respect of any contract awarded under the JCT Standard form of Building Contract and insured under this Section the following alterations to this Section shall apply but only in respect of the Contract Works.

In respect of Damage to the Contract Works by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract We will not pursue any rights of subrogation against subcontractors directly
Policy Cover

Section F – Contract Works

engaged by You provided that the subcontractor shall as if they were You observe fulfil and be subject to the terms exclusions and conditions of this Policy.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. (a) the first £250 of each and every claim for Damage not caused by theft attempted theft or malicious damage

   (b) the first £500 of each and every claim for Damage caused by theft attempted theft or malicious damage

2. Damage to

   (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps

   (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space

   (c) any part or the Contract Works while in transit by sea or air

   (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security

   is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade

   (e) any pre-existing structure building or other property at the Contract Site or any contents therein

   (f) any part of the Contract Works

   (i) in respect of which a Certificate of Completion has been issued unless such Damage be occasioned within 14 days of the date of issue of a Certificate of Completion but only to the extent You are responsible under the conditions of the contract

   (ii) which has been handed over to the Principal

   (iii) which is in occupation or use by or in possession of the Principal or with Your permission any other person for any purpose other than the performance of the contract

   (iv) which arises after Practical Completion where no Certificate of Completion is to be issued

3. Damage to any part of the Contract Works due to or attributable to

   (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
Policy Cover

Section F – Contract Works

continued

(b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof

(c) any defect in the materials or workmanship

(d) any faulty or defective design plan or specification of or advice relating to that part

4. Damage for which You are not responsible under the terms of the contract

5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence

6. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind

7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building

8. Damage arising from

(a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface

(b) any work connected with tunnels reservoirs dams viaducts bridges or mines

(c) any work in under or over water

9. Damage to the Contract Works upon which work has been suspended for a period in excess of 30 days

10. Damage to portable computers and ancillary equipment and/or portable telecommunications equipment

11. Damage caused by Pollution or Contamination other than that to the Contract Works.
Policy Cover

Section G – Own Plant

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify You in respect of Damage to Plant owned by You whilst at the Contract Site in transit or at Your premises provided that

1. Our liability shall not exceed the Sum Insured as stated in the Schedule or £25,000 in respect of any one item. The Sum Insured is subject to Average

2. Such indemnity shall be by payment or at Our option by reinstatement or repair.

Clauses

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any Damage You shall pay the additional premium required by Us in respect of such amount provided that Our liability in respect of Damage shall not by virtue of this Clause exceed the Sum Insured stated in the Schedule.

Plant Retrieval Costs

We will indemnify You in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the Contract Site when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. (a) the first £250 of Damage not caused by theft attempted theft or malicious damage

   (b) the first £500 of Damage caused by theft attempted theft or malicious damage

2. Damage to

   (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps

   (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space

   (c) Plant while in transit by sea or air

   (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade.
3. **Damage** to any part of the **Plant** due to or attributable to
   
   (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
   
   (b) the mechanical electrical or electronic breakdown failure or derangement or explosion

4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence

5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind

6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority

7. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment

8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building

9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
   
   (a) kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building
   
   (b) in transit but excluding
   
   (i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access
   
   (ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building.
(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

**Cover**

*We* will indemnify *You* in respect of Damage to Plant hired in by *You* whilst at the Contract Site in transit or at *Your* premises provided that

1. *Our* liability shall not exceed the Sum Insured as stated in the Schedule
2. Such indemnity shall be by payment or at *Our* option by reinstatement or repair.

**Clauses**

**Automatic Reinstatement of Sum Insured**

In consideration of the Sum Insured not being reduced by the amount of any loss or Damage *You* shall pay the additional premium required by *Us* in respect of such amount provided that *Our* liability in respect of Damage shall not by virtue of this Clause exceed the Sum Insured stated in the Schedule.

**Continuing Hire Charges**

*We* will indemnify *You* in respect of legal liability to pay continuing hire charges following Damage to construction plant tools equipment and temporary buildings hired in by *You*.

Provided that

1. this Clause shall not apply in respect of hired in Plant for which a valid claim has not otherwise been admitted under this Policy

2. in respect of Damage *We* shall not be liable under this Clause for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
3. the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of plant of the Contractors’ Plant Association
4. *Our* liability under this Clause shall not exceed an amount equal to 13 weeks hire charges or 50% of the total Sum Insured of the Section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event.

**Plant Retrieval Costs**

*We* will indemnify *You* in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the Contract Site when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.
Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

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

1. (a) the first £250 of Damage not caused by theft attempted theft or malicious damage

   (b) the first £500 of Damage caused by theft attempted theft or malicious damage

2. Damage to

   (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps

   (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space

   (c) Plant while in transit by sea or air

   (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade

3. Damage to any part of the Plant due to or attributable to

   (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect

   (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof

4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence

5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind other than as defined in the Continuing Hire Charges Clause

6. confiscation nationalisation requisition or Damage to property by or under the Order of any Government or Public or Local Authority

7. Damage to portable computers and ancillary equipment and portable telecommunications equipment

8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building
9. Damage caused by theft or attempted theft away from any Contract Site unless it is:

(a) kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building

(b) in transit but excluding

(i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access

(ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building.
How to make a claim

In the event of an incident occurring which may give rise to a claim under this Policy You should

1. Take all necessary and reasonable precautions and emergency action to prevent further Injury Loss or Damage occurring

Utilise the Helpline facility – see page 2 of this Policy

2. Notify the Police of any incident involving loss Theft Malicious damage or Vandalism

3. Notify Us as soon as possible giving full details of the incident

We will

(a) check the Policy cover to ascertain as far as practical at this stage that a valid claim exists

(b) appoint a Loss Adjuster at Our discretion

4. Send to Us immediately upon receipt any writ summons or other legal process issued or commenced against You and do not negotiate admit or repudiate any claim without Our written consent

5. Retain all damaged property/salvage for inspection You may not however abandon any property or salvage to Us

6. We shall be entitled to

(a) enter any of the buildings where Bodily Injury or Damage has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner

(b) negotiate defend or settle in Your name and on Your behalf any claim made against You as We deem appropriate

(c) prosecute in Your name for Our own benefit any claim against any other person in respect of any amount paid or payable.