



R&Q Commercial Risk Services Limited

# **Contractors' All Risks and Liability Combined Insurance Policy Wording**

March 2014 Edition

# Index

---

	<b>Page No</b>
<b>Important Helplines and Information</b>	2
<b>Welcome</b>	3
<b>Your Obligations</b>	5
<b>Your Policy</b>	6
<b>Enquiries and Complaints Procedure</b>	7
Section 1 - <b>Employers' Liability</b>	9
Section 2 - <b>Public Liability and Products Liability</b>	12
Section 3 - <b>Contractors' All Risks</b>	20
Section 4 - <b>General Definitions</b>	28
Section 5 - <b>General Conditions</b>	30
Section 6 - <b>General Exclusions</b>	32
Section 7 - <b>Claims Procedure</b>	34





## Important Helplines and Information

---

### Claims

#### For Sections 1 and 2

Your claims will be dealt with by **Faraday Reinsurance Co. Limited**

Your claims should be notified to Your Insurance Broker.

If You encounter any difficulties in reporting Your claim please contact Our claims manager by Email:  
Jay.Dines@faraday.com

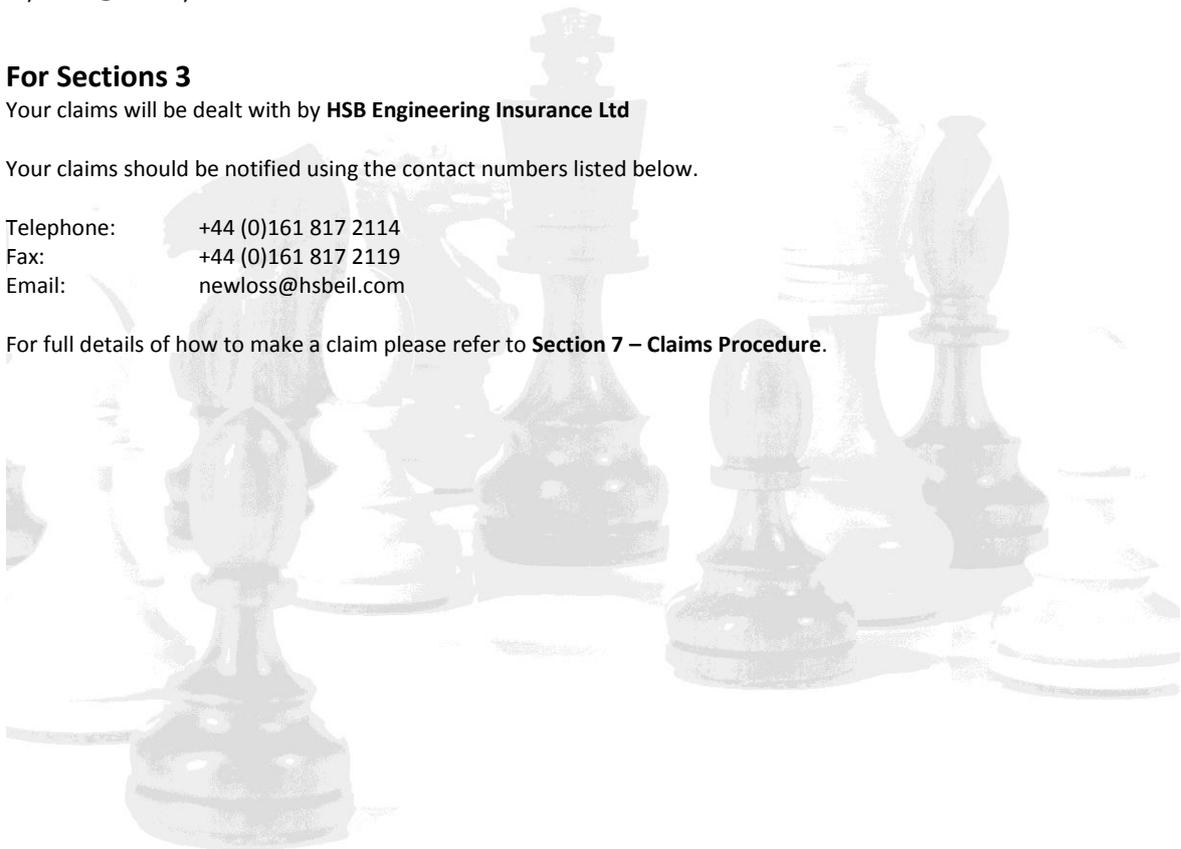
#### For Sections 3

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

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

Telephone: +44 (0)161 817 2114  
Fax: +44 (0)161 817 2119  
Email: newloss@hsbeil.com

For full details of how to make a claim please refer to **Section 7 – Claims Procedure.**



# Welcome

## Introduction to Your Contractors' All Risks and Liability Combined Insurance

---

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

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

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

- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

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

## About R&Q and Your Insurers

---

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

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938), Registered Office: 110 Fenchurch Street London, EC3M 5JT.

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

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

## Sections 1 and 2 are underwritten by: Faraday Reinsurance Co. Limited

---

Faraday Reinsurance Co. Limited is a limited company registered in England under company number 1733074. Registered Office: 5th Floor Corn Exchange, 55 Mark Lane, London EC3R 7NE. Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 202675).

## Section 3 is underwritten by: HSB Engineering Insurance Limited

---

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

## About Your Insurance Broker

---

Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Important Helplines Section of this document.

See also Section 7 – **Claims Procedure** and **Enquiries and Complaints Procedure**.



## Your obligations

---

You have an obligation at the start of this insurance and at renewal to disclose to the Insurers all material facts.

Material facts are those which are relevant to the underwriting of the risk. They may be relevant either to the physical risk or to the personal background and characteristics (including the financial history) of You and Your Employees, senior management, directors, partners and owners of Your Business. Your Business should have a system in place to ensure that all material facts are disclosed.

If You fail to disclose all material facts, this may render the insurance voidable from inception of the Policy and enable the Insurer to repudiate liability. Should You be in any doubt as to whether information is accurate or material You should discuss it with Your Insurance Broker. If in doubt, You should disclose it.



## Your Policy

---

This Policy is a legally binding contract which You have made with the Insurer and is based on the information You have provided in Your signed Proposal form or statement of insurance and any other information You have provided.

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

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

The Proposal or statement of insurance, the Policy, the Schedule (including any additional or replacement Schedule) and any endorsements form the contract and should be read together.

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

The Insurers hold data in accordance with the Data Protection Act 1998. It may be necessary for the Insurers to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, the Insurers may share information You give them with other organisations and public bodies, including the Police, who access and update various databases. If You give the Insurers false or inaccurate information and they suspect fraud, they will record this and the information will be available to other organisations that have access to the databases. The Insurers can supply details of the databases they access or contribute to on request.

Signed for and on behalf of the insurers



James Wheddon  
Director  
R&Q Commercial Risk Services Limited

## Enquiries and Complaints Procedure

---

We aim to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact the Insurance Broker who arranged this Policy for You.

If Your complaint relates to Sections 1 or 2 You should contact:

The Complaints Manager  
Faraday Reinsurance Co. Limited  
5th Floor Corn Exchange  
55 Mark Lane  
London EC3R 7NE

Faraday Reinsurance Co Limited (referred to as “we”, “our” and “us”) aims to give its policyholders a high level of service at all times. If there are occasions when we do not meet your standards please contact us at our registered address shown above.

We will handle your complaint as follows:

We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Tel: 08000 234 567

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet.

### **Important Note**

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

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

The Commercial Manager  
R&Q Commercial Risk Services Limited  
130 Fenchurch Street  
London  
EC3M 5JT  
Phone: + 44 (0) 20 7780 5850

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

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

The Group Operations Manager  
**HSB Engineering Insurance Limited**  
Chancery Place,  
50 Brown Street,  
Manchester  
M2 2JT  
Phone 0845 345 5510  
Fax 0845 345 5610  
E Mail [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

#### **Governing Law**

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

#### **Financial Services Register**

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768

#### **Financial Services Compensation Scheme (FSCS)**

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

#### **Data Protection**

The defined terms used in this Policy shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to You, the Insurers may have access to Personal Data. You warrant that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the Insurers (whether such disclosure is made directly by You to the Insurers or indirectly by You to any agent acting on behalf of You or the Insurers). You shall be the Data Controller of any Personal Data provided to it.

The Insurers undertake that they shall only use any Personal Data provided to them for the purposes of performing their services in connection with its contract of insurance with You. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The Insurers will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You hereby consent to the Insurers sharing any Personal Data provided to them with their group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the Insurers contract in connection with the contract of insurance between You and the Insurers.

You acknowledge that the Insurers may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Conduct Authority or any other public body or authority of competent jurisdiction and You hereby consents to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the Insurers sharing Personal Data provided to them with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

---

## Section 1 – Employers’ Liability

---

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

### Definitions for Section 1 – Employers’ Liability

#### Injury

Bodily injury, death, illness, disease or shock causing bodily injury.

#### Offshore

From the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.

#### Geographical Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) Elsewhere in the World arising out of temporary visits by Employees
  - (i) ordinarily resident in any of the aforesaid countries
  - (ii) engaged in non-manual work

#### Cover

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages including claimants’ costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of his employment or engagement by You and caused during the Period of Insurance and within the Geographical Limits.

All costs and expenses incurred by You (save as described below) with the written consent of Insurers in respect of any claim against You which may be the subject of indemnity under this Insurance.

The payment of legal and other defence fees incurred with the written consent of Insurers and to a limit of £50,000 arising out of any one occurrence for representation of You at

- a) Any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which You or Your Employee has been requested to give evidence
- b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to property which may be the subject of indemnity under this Insurance.

#### Limit of Indemnity

The maximum liability of the Insurers payable under this Section in respect of any one claim against the You or series of claims against the You arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule.

#### Rights of Recovery

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

---

## Section 1 – Employers’ Liability

---

### Extensions

#### 1. Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee

- a) in respect of Injury sustained by the Employee arising out of and in the course of employment by You in the Business
- b) against any company or individual operating from or resident in premises within the Geographical Limits in any court situate in the Geographical Limits

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at Your request the Insurers will pay to the Employee or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made by the Insurers, the Employee or the said legal personal representatives shall assign the judgement to the Insurers
- c) This Section is operative at the time that such Injury is caused
- d) the liability of the Insurers for damages, costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

#### 2. Indemnity to Principal

The Insurers will subject otherwise to the terms, exclusions conditions and endorsements of this Insurance indemnify any principal under this section against liability in respect of Injury or loss of or damage to Property to the extent that any contract or agreement entered into by You with any principal so requires

Provided that

- (a) an indemnity would have been provided had a claim been made against You
- (b) the principal shall observe, fulfil and be subject to the terms conditions and endorsements of this Insurance as far as they can apply
- (c) the conduct and control of claims is vested in the Insurers
- (d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- (e) the indemnity granted this Section shall only apply in respect of liability to any person who is an Employee

#### 3. Health and Safety at Work Act etc and Corporate Manslaughter

The Insurers will indemnify You and at Your request any director, partner or Employee in respect of legal costs and expenses incurred with the Insurer’s consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim in respect of which You are entitled to indemnity under this Policy
- b) the Insurers shall not provide indemnity in respect of
  - i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
  - ii) any circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) The liability of the Insurers in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

---

## Section 1 – Employers’ Liability

---

### 4. Compensation for Court Attendance

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

- a) any of Your directors or partners £250
- b) any Employee £100

## Exclusions

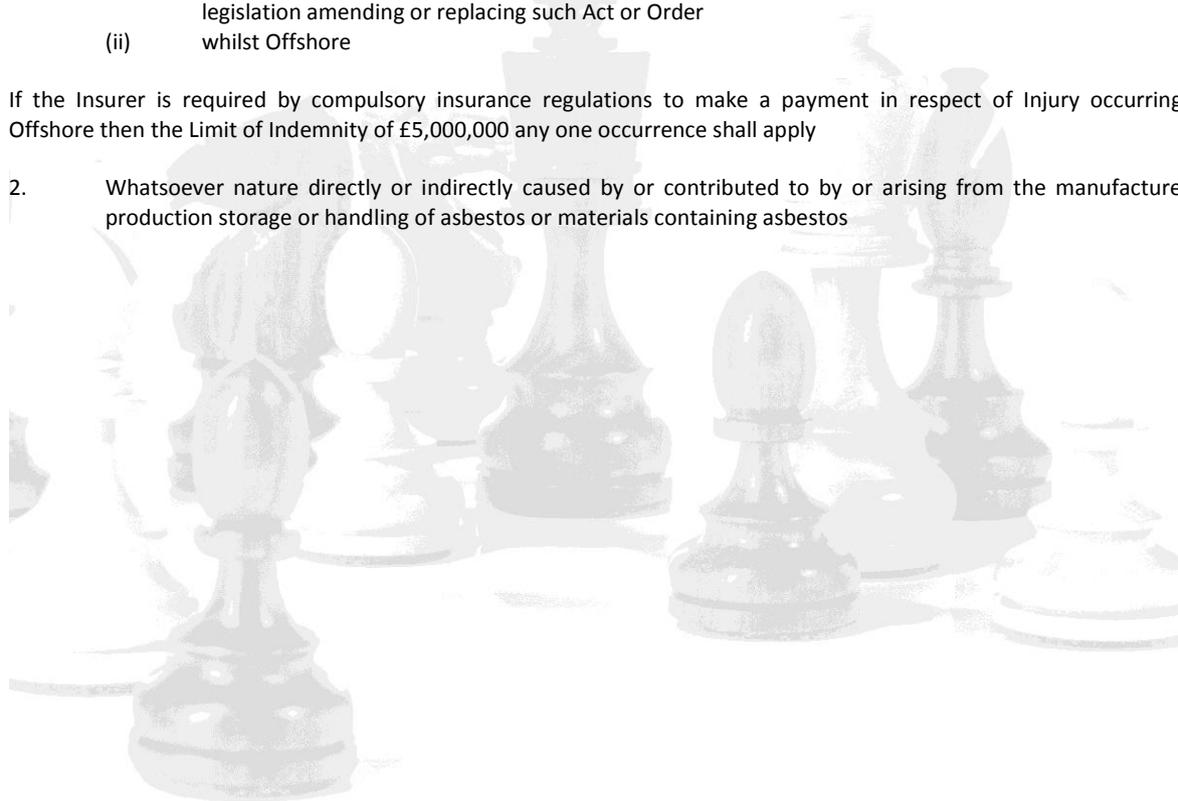
What is not covered (see also General Exclusions):

The Insurers shall not indemnify You in respect of

1. Injury sustained by any Employee
  - (i) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
  - (ii) whilst Offshore

If the Insurer is required by compulsory insurance regulations to make a payment in respect of Injury occurring Offshore then the Limit of Indemnity of £5,000,000 any one occurrence shall apply

2. Whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos



---

## Section 2 – Public Liability and Products Liability

---

### Sub-Section 2(a) – Public Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

#### Definitions for Sub-Section 2(a) – Public Liability

##### Injury

Bodily injury, death, illness, disease, or shock causing bodily injury.

##### Offshore

From the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.

##### Goods

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

##### Geographical Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) Elsewhere in the World arising out of temporary visits by Employees
  - (i) ordinarily resident in any of the aforesaid countries
  - (ii) engaged in non-manual work

### Cover

#### Indemnity

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages including claimants' costs and expenses which arise in connection with the business in respect of :

- a) Accidental Injury to any person;
- b) Accidental loss of or damage to material property;
- c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- d) Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring within the Geographical Limits during the Period of Insurance

All costs and expenses incurred by You (save as described below) with the written consent of Insurers in respect of any claim against You which may be the subject of indemnity under this Insurance.

The payment of legal and other defence fees incurred with the written consent of Insurers and to a limit of £50,000 arising out of any one occurrence for representation of You at

- a) Any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which You or Your Employee has been requested to give evidence
- b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to material property

which may be the subject of indemnity under this Insurance.

#### Limit of Indemnity

The maximum liability of the Insurers payable under this Section in respect of damages in respect of any one claim against You or series of claims against You arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

---

## Section 2 – Public Liability and Products Liability

---

### Extensions

#### 1. Motor Vehicles Tool of Trade Risk

Section Exclusion 2 (i) shall not apply to liability caused by or arising from

- a) the use of plant as a tool of trade at Your premises or on any site at which You are working
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

Provided that the Insurer shall not provide indemnity against liability

- a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- b) for which indemnity is provided by any other insurance

#### 2. Motor Contingent Liability

Notwithstanding Section Exclusion 2 (i) the Insurers will within the terms of this Section indemnify You in respect of liability for Injury or damage to material property caused by or arising from any motor vehicle or trailer attached thereto not belonging to or provided by You being used by an Employee in the course of the Business

Provided that the Insurers shall not provide indemnity against liability

- a) in respect of damage to any such vehicle or trailer or material property conveyed therein or thereon
- b) for which indemnity is provided by any other insurance
- c) caused or arising whilst such vehicle or trailer is
  - i) engaged in racing pace-making reliability trials or speed testing or
  - ii) being driven by You or
  - iii) being driven with the general consent of You or their representative by any person who to the knowledge of You or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
  - iv) used elsewhere than within the Geographical Limits

#### 3. Movement of Obstructing Vehicles

Section Exclusion 2 (i) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Employee with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- a) movements are limited to vehicles parked on or obstructing Your premises or any site at which You are working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) the Insurers shall not provide indemnity against liability
  - i) in respect of damage to such vehicle
  - ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

#### 4. Defective Premises Act

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by You for purposes pertaining to the Business and which have since been disposed of by You

Provided that the Insurers shall not provide indemnity against liability

- a) for which indemnity is provided by any other insurance
- b) for the costs of remedying any defect or alleged defect in such premises

---

## Section 2 – Public Liability and Products Liability

---

### 5. Leased or Rented Premises

Section Exclusion 1 (ii) shall not apply to liability for damage to premises (including their fixtures and fittings) leased or rented to You

Provided that the Insurers shall not provide indemnity against liability assumed by You under any agreement which would not have attached in the absence of such agreement.

### 6. Overseas Personal Liability

The Insurers will within the terms of this Section indemnify

- a) You
- b) at Your request
  - i) any director partner or Employee
  - ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Geographical Limits whilst on a temporary visit to such country in connection with the Business

Provided that

- a) any person entitled to indemnity under this Section Extension shall as though they were You be subject to the terms Exceptions and Conditions of this Policy insofar as they can apply
- b) nothing in this Section Extension shall increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) the insurers shall not provide indemnity against
  - i) contractual liability
  - ii) liability for which indemnity is provided by any other insurance
  - iii) liability in respect of damage to material property belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension
  - iv) liability in respect of Injury to any person entitled to indemnity under this Section Extension
  - v) liability caused by or arising from
    - 1) the ownership or occupation of land or buildings
    - 2) the carrying on of any business profession trade or employment
    - 3) the ownership possession or use of animals other than domestic dogs or cats.

### 7. Data Protection Act

The indemnity provided by this Section shall extend to apply in respect of compensation for damage arising out of any claim under Part II Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against You during the Period of Insurance

Provided that

- a) the liability of the Insurers for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- b) You have registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- c) the Insurers shall not provide indemnity
  - i) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iii) for the costs of replacing reinstating rectifying or erasing any personal data
  - iv) against liability caused by or arising from any incident or circumstances known to You at inception of this Section Extension which may give rise to a claim
  - v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - vi) against contractual liability
  - vii) against liability in respect of Injury to any person or damage to material property

---

## Section 2 – Public Liability and Products Liability

---

### 8. Indemnity to Principal

The Insurers will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify any principal under this section against liability in respect of Injury or loss of or damage to material property to the extent that any contract or agreement entered into by You with any principal so requires

Provided that

- (a) an indemnity would have been provided had a claim been made against You
- (b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance as far as they can apply
- (c) the conduct and control of claims is vested in the Insurers
- (d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- (e) the indemnity granted this Section shall only apply in respect of liability to any person who is an Employee

### 9. Cross Liabilities

If You comprise more than one party the Insurer will under this Section provide indemnity to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

### 10. Health and Safety at Work Act etc and Corporate Manslaughter

The Insurers will indemnify You and at Your request any director, partner or Employee in respect of legal costs and expenses incurred with the Insurer's consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- a) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim in respect of which You are entitled to indemnity under this Policy
- b) The Insurers shall not provide indemnity in respect of
  - i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
  - ii) any circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) The liability of the Insurers in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

### 11. Compensation for Court Attendance

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

- a) any of Your directors or partners £250
- b) any Employee £100

---

## Section 2 – Public Liability and Products Liability

---

### Exclusions

*What is not covered (see also General Exclusions):*

The Insurers shall not indemnify You under this Section for

1. Loss of or damage to material property belonging to You or in Your custody or control or of any Employee other than
  - (i) personal effects (including vehicle and their contents) of Employees or visitors
  - (ii) any premises including their contents not being premises leased or rented to You which are temporarily occupied by You for the purpose of carrying out work therein or thereon
  - (iii) any other material property on which You or any Employee or agent of You is or has been carrying out work but the Insurers will not indemnify You in respect of loss or damage to that part of any material property being worked upon
2. Any liability arising from the ownership possession or use under the control of You or of any Employee of
  - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
  - (ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
3. Any liability caused by any Goods after they have ceased to be in the custody or control of You other than food or drink supplied primarily for the use of Employees or for entertainment purposes
4. Any liability arising from professional advice given separately for a fee or other remuneration by You or by anyone on Your behalf or in circumstances where a fee would normally be charged
5. The amount of the Excess

---

## Section 2 – Public Liability and Products Liability

---

### Sub-Section 2(b) – Products Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

### Definitions for Sub-Section 2(b) – Products Liability

#### Injury

Bodily injury, death, illness, disease or shock causing bodily injury.

#### Offshore

From the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.

#### Goods

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

### Cover

#### Indemnity

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages including claimants' costs and expenses which arise in connection with the business in respect of:

- a) Accidental Injury to any person;
- b) Accidental loss of or damage to material property;

Occurring anywhere in the World other than at Your premises during the Period of Insurance and caused by Goods.

All costs and expenses incurred by You (save as described below) with the written consent of Insurers in respect of any claim against You which may be the subject of indemnity under this Insurance.

The payment of legal and other defence fees incurred with the written consent of Insurers and to a limit of £50,000 arising out of any one occurrence for representation of You at

- a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which You or Your Employee has been requested to give evidence
- b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to material property which may be the subject of indemnity under this Insurance.

#### Limit of Indemnity

The maximum liability of the Insurers payable under this Section in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

---

## Section 2 – Public Liability and Products Liability

---

### Extensions

#### 1. Consumer Protection Act and Food Safety Act

The Insurers will provide indemnity to You and at Your request any director, partner or Employee in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- b) the Insurers shall not provide indemnity in respect of
  - i) fines or penalties of any kind
  - ii) any proceedings arising from circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) the director, partner or Employee shall as though they were You be subject to the terms, Exceptions and Conditions of this policy insofar as they can apply.

#### 2. Cross Liabilities

If You comprise more than one party the Insurer will under this Section provide indemnity to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

#### 3. Health and Safety at Work Act etc and Corporate Manslaughter

The Insurers will indemnify You and at Your request any director, partner or Employee in respect of legal costs and expenses incurred with the Insurer's consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- c) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim in respect of which You are entitled to indemnity under this Policy
- b) The Insurers shall not provide indemnity in respect of
  - i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
  - ii) any circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) The liability of the Insurers in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

#### 4. Compensation for Court Attendance

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

- a) any of Your directors or partners £250
- b) any Employee £100

---

## Section 2 – Public Liability and Products Liability

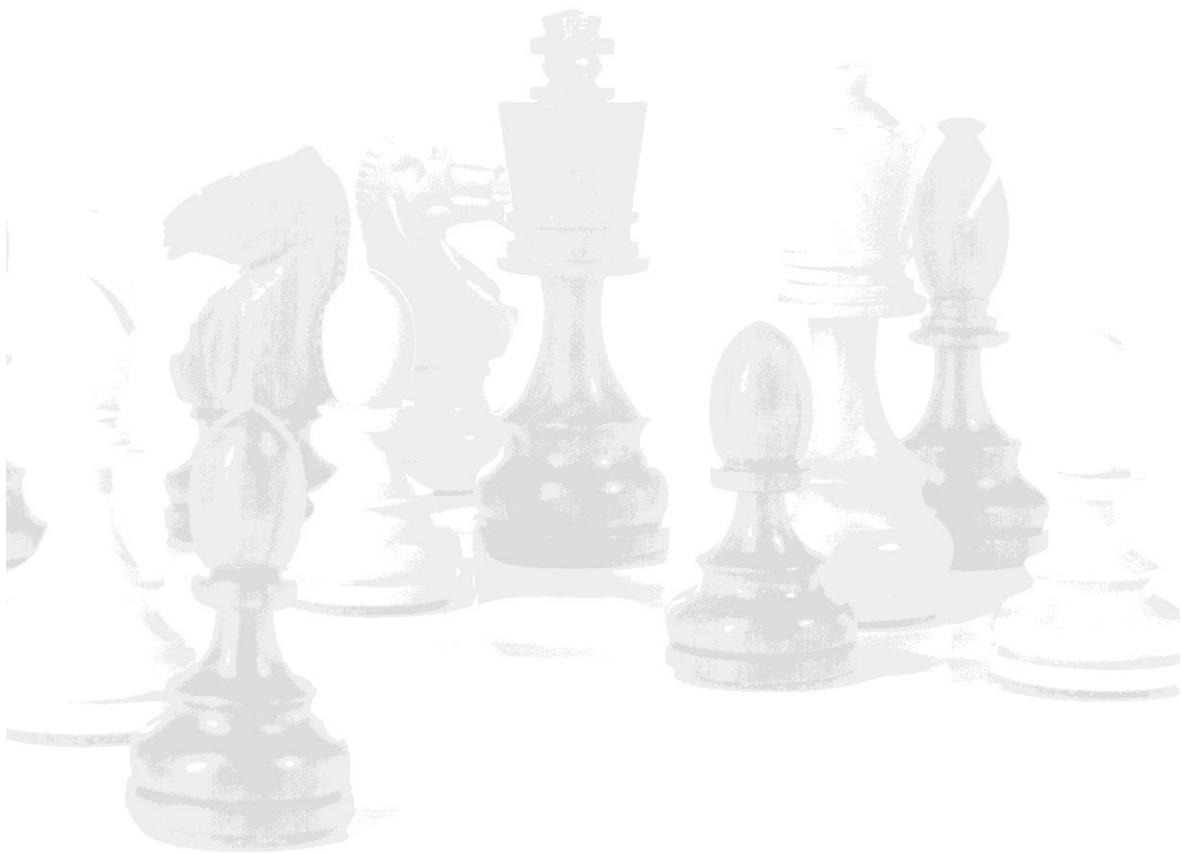
---

### Exclusions

*What is not covered (see also General Exclusions):*

The Insurers shall not indemnify You under this Section for

1. Liability caused by or in connection with any Goods to the knowledge of You for export to or use in the United States of America or Canada
2. Liability caused by any Goods in Your custody or control
3. The amount of the Excess



---

## Section 3 – Contractors’ All Risks

---

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

### Cover

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

#### Sub Section A – Contract Works

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

#### Sub Section B- Owned Plant

Owned Plant anywhere within the Territorial Limits and whilst in Transit

#### Sub Section C – Hired in Plant

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

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

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

whilst anywhere within the Territorial Limits and whilst in Transit

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

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

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

## Additional Cover applying to Sub Section A

### Additional Interests

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

### Plans and Documents

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

### Maintenance

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

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

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

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

### Show Houses and Contents

4. Physical loss of or damage to

(a) Show Houses

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

### Dismantling or Demolition

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

The costs and expenses necessarily incurred in respect of

(a) removal of debris

(b) dismantling or demolition

(c) shoring or propping up

(d) clearance of drains and sewers

(e) dewatering

---

## Section 3 – Contractors’ All Risks

---

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

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

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

### Off Site Storage

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

### Architects Surveyors and Consulting Engineers Fees

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

### Local Authorities Clause

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

- (a) costs incurred in complying with any of the said Regulations or Bye-Laws
  - (i) in respect of damage occurring prior to the granting of this extension under which notice has been served on You prior to the occurrence of the physical loss or damage
  - (ii) in respect of undamaged property or portions of undamaged property other than foundations

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

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

### Completed Pending Sale – Private Dwelling Houses

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

### Contract Conditions

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

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

## Additional Cover applying to Sub Sections B and C

### Immobilised Plant

1. Costs necessarily incurred in the recovery of unintentionally immobilised plant or equipment (other than plant or equipment working underground or underwater) provided that recovery is not necessitated by or in consequence of
  - (a) its own electrical or mechanical breakdown derangement failure or explosion
  - (b) failure to maintain Insured Property in accordance with manufacturers recommendations subject to a limit of
    - (i) £25,000 in respect of any loss or series of losses arising from a single occurrence or
    - (ii) The sum which would have been payable had the costs not been incurred

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

---

## Section 3 – Contractors’ All Risks

---

### Contents Of Site Huts

2. Contents of site huts subject to a maximum of £5,000 excluding
  - a) computers and peripheral equipment
  - b) items excluded elsewhere in this policy

## Definitions

### Territorial Limits

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

### Free Issue Materials

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

### Transit

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

### Contract

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

### Contract Works

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

### Original Estimated Contract Price

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

### Owned Plant

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

### Hired In Plant

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

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

### Employees Tools and Personal Effects

Employees Tools and Personal Effects for which You are responsible

## Conditions applying to all Sections

### Premium Adjustment Clause

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

You shall also within reasonable time following the expiry of each Period of Insurance supply to The Insurer all relevant information to enable the correct premium to be calculated and the relevant difference be charged or allowed subject to a minimum retention by The Insurer of 75% of the Deposit Premium

### Multiple Lifting Operations

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

---

## Section 3 – Contractors’ All Risks

---

### Application of Heat

3. It is a Condition of this insurance that the following precautions should be taken when open heat sources or naked flames are used
  - a) Blow Lamps Blow Torches Welding and Cutting Equipment
    - i) The area in which they are to be used is first cleared of loose combustible materials and any fixed combustible material should be protected with asbestos blankets or other similar equipment
    - ii) A suitable fire extinguisher of 7lb or equivalent capacity is kept available for immediate use
    - iii) Blow lamps and blow torches are lit for as short a time as possible before use and extinguished immediately after use
    - iv) Lit blow lamps or blow torches are never left unattended
    - v) Blow lamps are filled only in the open
  - b) Vessels for the Heating of Bitumen or Bituminous Compounds
    - i) Vessels are continuously attended whilst heating is taking place
    - ii) Vessels are only used in the open whilst heating is taking place
    - iii) If Vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible materials of not less than 10 feet square placed under the vessel before heating takes place
    - iv) A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets full of sand are kept available for immediate use

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

### Liability

4.
  - a) No liability shall attach to this Policy for any physical loss or damage not notified to The Insurer within 3 calendar months of the occurrence
  - b) No liability shall be admitted and no offer promise or payment be made without the written consent of The Insurer

### Loss Reduction

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

## Conditions applying to Sub Section A

### Insured Contracts

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

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

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

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

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

## Conditions applying to Sub Sections B, C and D

### Losses From Vehicles Limitation

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

## Conditions applying to Sub Section B

### Hiring Conditions

1. Whenever Owned Plant is let out on hire the hire shall be subject to
  - (a) written conditions which make the hirer responsible for physical loss or damage

---

## Section 3 – Contractors’ All Risks

---

- or  
(b) specific conditions agreed by The Insurer in writing and endorsed hereon

### Conditions applying to Sub Section C

#### Hiring Conditions

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

### Exclusions applying to all Sections

The Insurer shall not be liable for

#### Penalties or Consequential Losses

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

#### Unexplained Losses

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

#### Road Vehicles

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

#### Money or Guarantees of Money

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

#### Breakdown

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

#### Cessation of Works

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

#### Loss Or Damage Underground Or Underwater

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

### Exclusions applying to Sub Section A

#### Completed Pending Sale

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

#### Completed Taken Into Use

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

#### Existing Structures

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

---

## Section 3 – Contractors’ All Risks

---

### Defective Property

4. Physical loss of or damage to and the costs necessary to replace repair or rectify Insured Property
- (a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such Insured Property or any part thereof
  - (b) which is necessary to enable the replacement repair or rectification of Insured Property excluded by 4(a) above

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

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

### Refractory Linings

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

### Non-Ferrous Metals

6. Loss resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either
- (i) an authorised employee of You is actually on the site or
  - (ii) such property is contained in a securely closed and locked hut or building

### Loss Or Damage At Insured’s Own Premises

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

## Exclusions applying to Sub Sections B and C

### Excluded Parts

1. Loss of or damage to
- (a) brickwork masonry foundations and supporting structures
  - (b) tyres tools cutting edges moulds dies patterns non-metallic linings glass pulverising and crushing surfaces flexible pipes trailing cables drive belts or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured loss or damage for which liability has been accepted by The Insurer under this Specification
  - (c) underground or buried piping
  - (d) safety or protective devices due to their functioning

## Exclusions applying to Sub Section D

### Articles of Jewellery

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

## Limits of Liability

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

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

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

### Sub Section A

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

### Sub Section B

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

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

---

## Section 3 – Contractors’ All Risks

---

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

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

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

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

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

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

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

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

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

### Sub Section C

Shall be limited to the Sum Insured

### Sub Section D

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

## Additional Covers Applying to All Sub Sections

### Debris Removal

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

### Loss Avoidance Measures

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

(a) loss or damage would reasonably be expected if such measures were not implemented

(b) The Company are satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures

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

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

### Automatic Reinstatement

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

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

### Expediting Costs

The Company will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or

---

## Section 3 – Contractors’ All Risks

---

expediting the repair reinstatement or replacement of Insured Property as a result of indemnifiable loss or damage provided that the liability of The Company shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

### **Repair Costs Investigation**

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

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

## **Definitions Applying to this Section**

### **Limit of Indemnity**

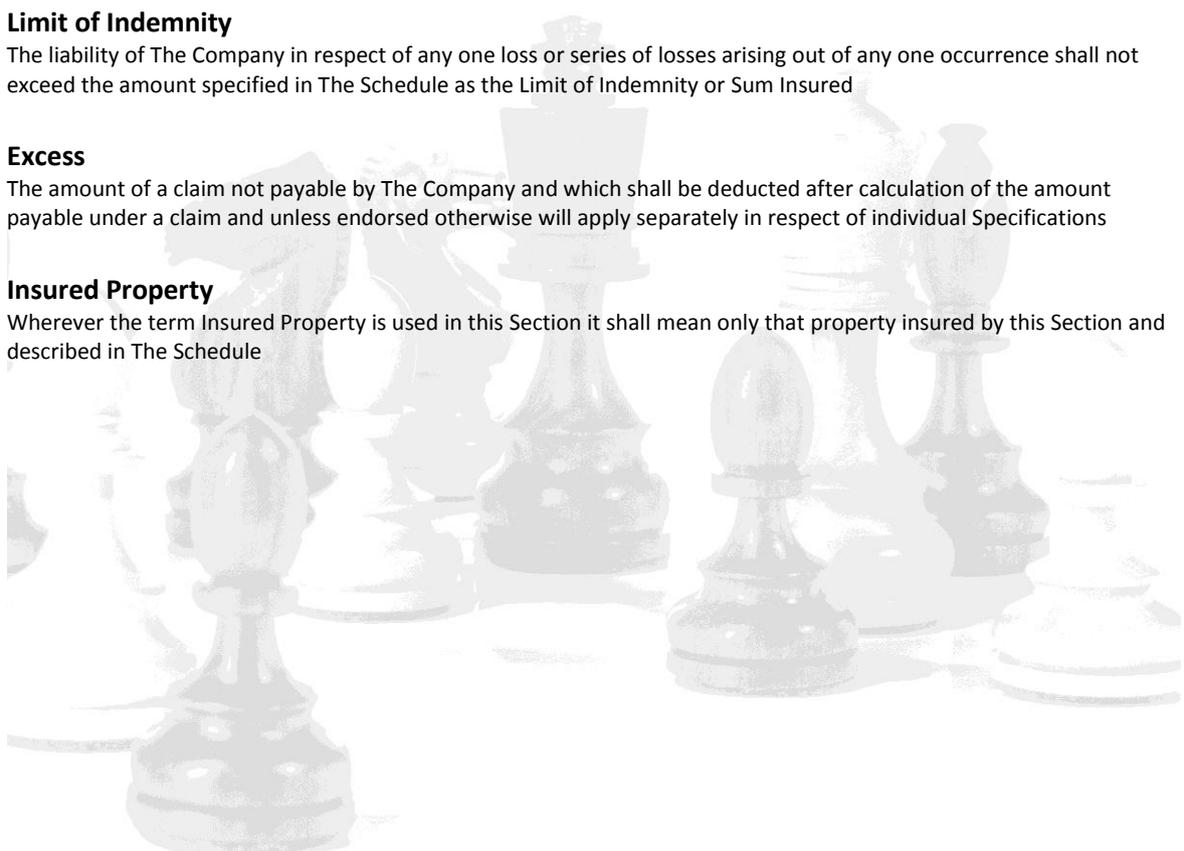
The liability of The Company in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in The Schedule as the Limit of Indemnity or Sum Insured

### **Excess**

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

### **Insured Property**

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



---

## Section 4 – General Definitions

---

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

### **Business**

As described in the Schedule and shall include

- (i) the ownership repair and maintenance of Your own Property
- (ii) the provision and management of canteen social sports and welfare activities for the benefit of You or Employees
- (iii) the provision and management of first aid fire security and ambulance services
- (iv) the performance of private duties carried out by the Your Employees with the written consent of You for any director partner or senior official of You

and no other business for the purposes of this Insurance

### **Insurer**

Faraday Reinsurance Co. Limited (Section 1 and 2)

HSB Engineering Insurance Limited (Section 3)

### **Employee**

- (a) any person under a contract of service or apprenticeship with You
- (b)
  - (i) any labour master or labour only sub-contractor or person supplied by any of them
  - (ii) any self-employed person
  - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by You
  - (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme

whilst working for You in the course of the Business

### **Excess**

The amount specified in the Policy Schedule for which You will be responsible in respect of each and every claim in respect of loss of or damage to Property

### **Goods**

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

### **Injury**

Bodily injury, death, illness, disease or shock causing bodily injury

### **Offshore**

From the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation

### **Terrorism**

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives

### **You/Your**

The person or persons or corporate body named in the Schedule and includes

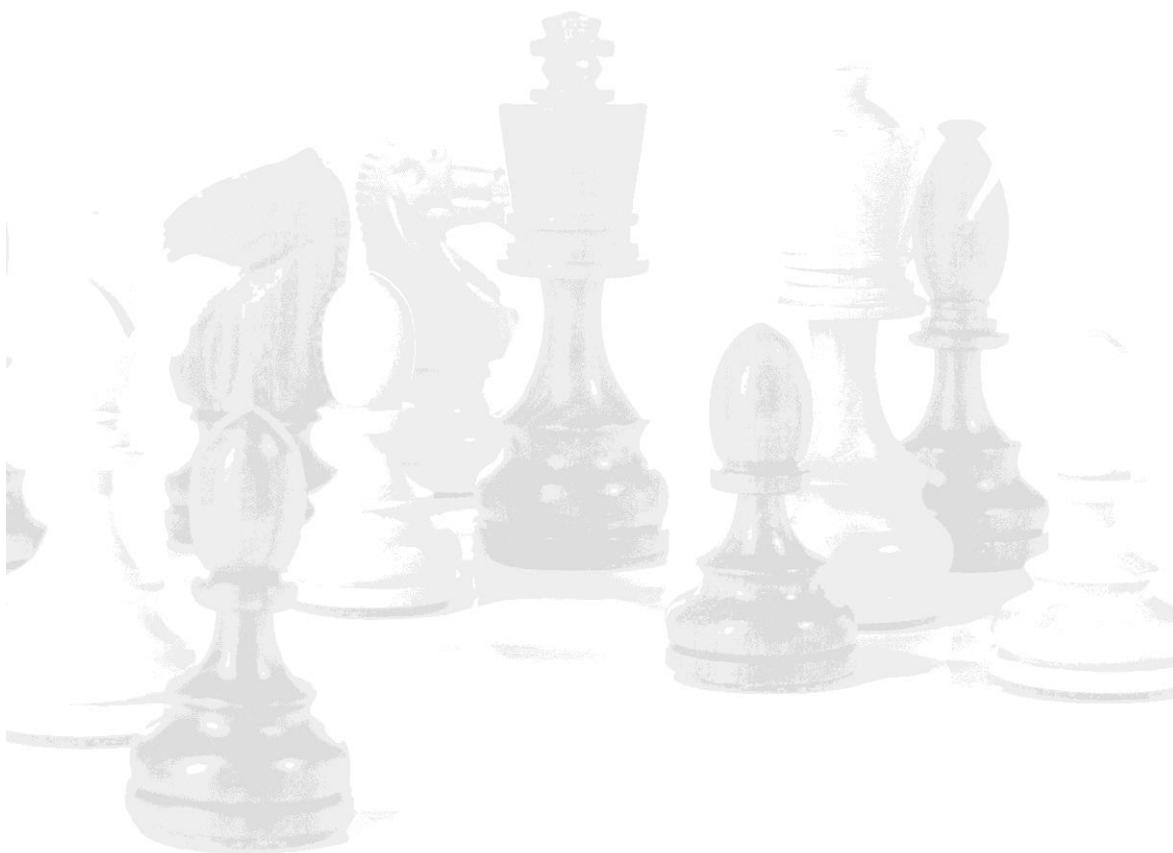
- (a) any subsidiary company which is named in the Policy Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) at Your written request
  - (i) any director or Employee while acting on behalf of or in the course of his employment or engagement by You in respect of liability for which You would have been entitled to

---

## Section 4 – General Definitions

---

- indemnity under this Insurance if the claim against any such person had been made against You
- (ii) any officer member or Employee of Your social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
  - (iii) any director partner or senior official of You in respect of private work carried out by any Employee of You for any such person with the consent of You
- (c) in the event of Your death, Your personal representatives in respect of liability incurred by You provided that such person shall as though he were You observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply



---

## Section 5 – General Conditions

---

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

Conditions Number 1, 2, 4 and 12 inclusive are all conditions precedent to liability of the Insurer under this Policy

1. You shall
  - (a) Give immediate notice in writing to the Insurers of anything which may give rise to a claim being made against You and for which there may be liability under this Insurance
  - (b) Give immediate notice in writing to the Insurers when any claim is actually made against You (whether written or oral) and for which there may be liability under this Insurance
  - (c) Advise the Insurers in writing immediately You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above
2. You shall provide the Insurers with such particulars and information as the Insurers may require in relation to any occurrence or claim notified to the Insurers and shall forward to the Insurers immediately on receipt every letter claim form writ summons and process

The Insurers shall be entitled at their discretion to take over and conduct in the name of You the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and You shall give all information and assistance required No admission of liability or offer promise or payment shall be made without the written consent of the Insurers
3. The Insurers may at any time at their sole discretion pay to You the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment

Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the Insurers payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims
4. You shall take all reasonable care to prevent accidents and to maintain Your premises plant and everything used in the Business in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. You shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
5. If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of You applicable to such claim the Insurers shall not be liable under this Insurance to indemnify You in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected
6. This Insurance including the schedule definitions sections exceptions extensions conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear
7. Where the premium is calculated on the statements and estimates furnished by You You shall keep an accurate record of all relevant particulars and shall allow the Insurers to inspect such record at any reasonable time and shall within one month of the expiry of each Period of Insurance furnish to the Insurers such information as the Insurers require for such expired period and the premium for such period shall thereupon be adjusted by the Insurers and the difference be paid by or allowed to You as the case may be subject to any agreed minimum premium
8. The Insurers may cancel this Insurance by sending seven days notice by registered letter to You at his last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance

---

## Section 5 – General Conditions

---

9. You shall give the Insurers immediate notice in writing of any alteration which materially affects this Insurance
10. This Policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such courts jurisdiction
11. If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by You or any director or partner or anyone acting on Your behalf to obtain any benefit under this Policy then all benefits under this Policy will be forfeited
12. You shall comply and continue to comply with all risk improvement requirements notified to and agreed to by or on behalf of You
13. A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act



---

## Section 6 – General Exclusions

---

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

The Insurers shall not indemnify You in respect of

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

2. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

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

- (i) liability of any principal
- (ii) liability assumed by You by agreement and which would not have attached in the absence of such agreement

3. Any liability for punitive multiplied or exemplary damages fines or penalties

4. Any liability as a result of Terrorism but as far as concerns Injury as a result of Terrorism to any Employee of You which arises out of and in the course of employment or engagement by You the Limit of Indemnity under Section 1 shall not exceed £5,000,000

5. The Insurers shall not indemnify You under Section 2 of this Insurance against liability in respect of

- (a) Injury sustained by an Employee which arises out of and in the course of his employment or engagement by You
- (b) loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government or public or local authority.
- (c) loss of or damage to or any costs or expense incurred in repairing replacing removing, rectifying recalling or making any refund in respect of Goods
- (d) liability arising from Goods used with Your knowledge in connection with aircraft watercraft or offshore structures
- (e) liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.
- (f) Injury loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health

---

## Section 6 – General Exclusions

---

- (g) Injury loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
  - (h) Injury loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos
6. Any liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement



---

## Section 7 – Claims Procedure

---

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

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

Faraday Reinsurance Co. Limited,  
5th Floor  
Corn Exchange  
55 Mark Lane  
London  
EC3R 7NE

Telephone: +44 (0)207 707 3333  
Fax: +44 (0)207 264 4619

Your claims under Section 3 will be dealt with by HSB

The Claims Manager  
**HSB Engineering Insurance Limited**  
Chancery Place,  
50 Brown Street,  
Manchester  
M2 2JT  
Phone 0161 817 2114  
Fax 0161 817 2119  
Email [newloss@hsbeil.com](mailto:newloss@hsbeil.com)

