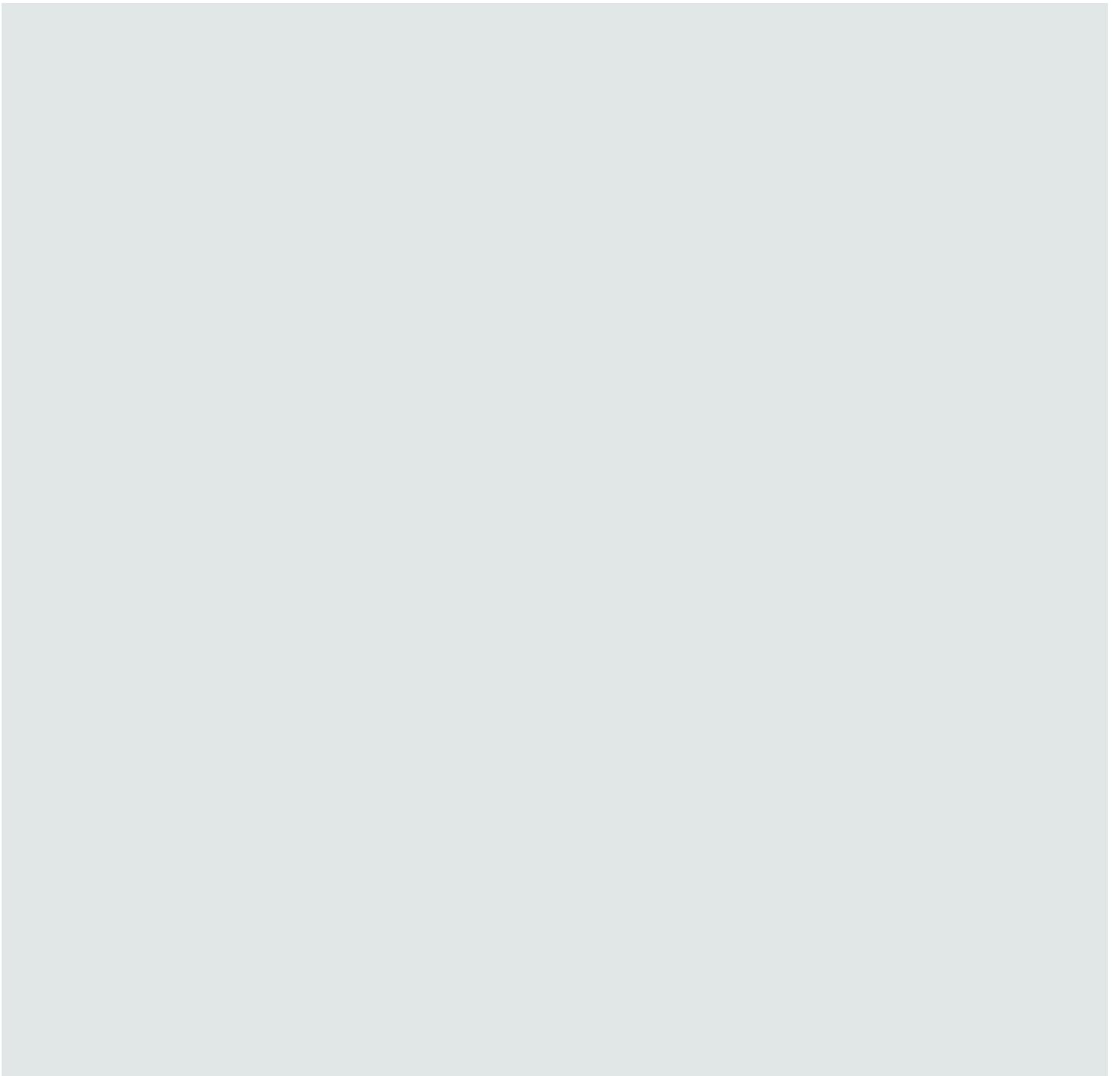




Zurich Contractors' Combined

Policy document



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A warm welcome to Zurich

Thank *you* for taking out *your* Zurich Contractors' Combined insurance policy with *us* and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have *your* future in mind and look forward to working closely with *you*.

www.zurich.co.uk

Your Zurich Contractors' Combined policy

This policy is a contract between *you* and *us*.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure *you* under those sections stated in the schedule during any period of insurance for which we have accepted *your* premium provided always that all the terms and conditions of this policy are complied with. *Our* liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both *you* and *us* to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon *your* address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet *your* needs return them to *us* or *your* broker or insurance intermediary.

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer your insurance policy and any claims made against this policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments/Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of this policy you must tell us when you become aware of any incident that could give rise to a claim under this policy, whether or not it is your intention to claim.

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section of the policy. To help you identify these words in the policy we have printed them in *italics* throughout.

Business

The *business* shown in the schedule including:

- a) the provision and management of canteen, social, sports and welfare organisations for the benefit of *your employees* and first aid, fire and ambulance services
- b) maintenance of property and *premises* owned or occupied by *you*.

Employee

(Where a different meaning applies to an individual section of this policy, the appropriate definition will be shown within that section.)

Any of the following people working for *you* in connection with *your business*:

- a) anyone who has entered into or works under a contract of service or apprenticeship with *you*
- b) any labour master, labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience scheme or similar scheme
- e) anyone who is hired or borrowed by *you*.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

We, Us, Our or Ours

(Where a different meaning applies to an individual section of this policy, the appropriate definition will be shown within that section.)

Zurich Insurance plc.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured including *your* predecessors.

Public and Products liability insurance

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help you identify these words in the policy, we have printed them in italics wherever they appear.

Buildings

The buildings of the *premises* shown in the schedule to this policy comprising:

- a) the *business* part of the *premises* and any residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) walls, gates and fences around the *buildings* and belonging to them
- c) landlord's fixtures and fittings
- d) underground pipes and cables for which *you* are responsible.

Business

For the purpose of this section of the policy only, the definition of *business* extends to include:

- private work carried out by any of *your* employees for *you* or any of *your* directors or executives
- participation in exhibitions
- maintenance of property and *premises* owned by *you*
- the provision and management of canteen, social, sports and welfare organisations for the benefit of *your employees* and first aid, fire and ambulance services.

Contract works

The permanent and temporary works undertaken in performance of a contract and materials for use in connection with them. Free issue materials are included provided that *you* are responsible for them under the terms of the contract.

Damage

Loss or damage.

Excess

Where an excess is shown in the schedule, any section of this policy or endorsement attached to this policy, the amount for which *you* will be responsible will be deducted from all claims for *damage* to material property after all other terms and conditions have been applied.

Pollution or Contamination

- i) all *Pollution or Contamination* of buildings or other structures or of water or land or the atmosphere and
- ii) all *damage* or personal injury directly or indirectly caused by such *Pollution or Contamination*

Premises

The *buildings* and the land within the boundaries belonging to them.

Products

Any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by *you* or on *your* behalf or any structure constructed, erected or installed or contract work executed by *you* or on *your* behalf in the course of *your business*.

Other words with special meanings in this section are defined earlier in this policy.

They are: *employee, our, us, we, you, your.*

The cover

Public Liability

What is insured

1. *Your* legal liability for:

- accidental death of or accidental personal injury to any person
- accidental *damage* to material property
- accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- accidental invasion of the right of privacy
- accidental interference with any right of air, light, water or way
- charges of wrongful arrest or malicious prosecution being brought against *you* arising out of any allegation of improper conduct at *your premises* by any person other than an *employee*

occurring during any period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with *your business*.

We will pay all sums *you* become legally liable to pay as damages.

What is not insured

Any liability:

- for bodily injury or disease sustained by any *employee* arising out of and in the course of his employment by *you* in connection with *your business*
- for loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives
- arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
- for *damage* to property which belongs to *you* or is held in trust by *you* or borrowed, rented, leased, or hired for use by *you*.

This shall not apply to:

- i) personal property (including vehicles and their contents) of *your* visitors, directors or *employees*
 - ii) buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
 - iii) premises rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement
- for *damage* to that part of any property upon which *you* or *your* servant or agent is or has been working where the *damage* is a direct result of that work
 - for liquidated damages, fines or penalties which attach solely because of a contract or agreement
 - arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured.

This shall not apply to:

- a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
 - b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
 - c) the unauthorised movement on *your* premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.
- arising from the ownership, possession or use by *you* or on *your* behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or water craft other than barges, motor launches and non powered craft used on inland waterways
 - arising out of programming or for loss of information or the provision of wrong information on in or from computer discs, tapes or other data recording equipment
 - arising from *products* after they have ceased to be in *your* custody or control. This shall not apply to food or beverages for consumption on *your premises* or at any other premises where *you* are carrying on *your business*.

Limit of Liability

The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is shown in the schedule to this policy. We will also pay legal costs awarded to any claimant or incurred in defending any claim which is contested with *our* consent.

Products Liability

What is insured

2. Your legal liability for:

- accidental death of or accidental personal injury to any person
- accidental *damage* to material property

occurring anywhere in the world during any period of insurance in connection with *products* supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and caused by *products*.

We will pay all sums *you* become legally liable to pay as damages.

What is not insured

Any liability:

- for bodily injury or disease sustained by any *employee* arising out of and in the course of his employment by *you* in connection with *your business*
- for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any *products*
- arising from any *products* which at the time of the contract of sale or supply are knowingly:
 - i) sold or supplied for use in craft designed to travel through air or space
 - ii) exported to the United States of America or Canada
- arising from any *products* in *your* custody or control
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
- arising out of programming or for loss of information or the provision of wrong information on, in or from computer discs, tapes or other data recording equipment.

Limit of Liability

The most we will pay for all claims during any one period of insurance is shown in the schedule to this policy. We will also pay legal costs awarded to any claimant or incurred in defending any claim which is contested with *our* consent.

Extensions to the public and product liability covers

Public liability during visits abroad

What is insured

The public liability cover provided by this section of the policy applies to work carried out during temporary visits anywhere in the world in connection with *your business* by *you*, any director or *employee* normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

What is not insured

Any liability for manual work carried out in the United States of America or Canada.

Personal liability during visits abroad

What is insured

The personal liability of:

- *you*
- any director or *employee*
- the family of any director or *employee* while accompanying such a person

during temporary visits anywhere in the world in connection with *your business*.

Provided that all such persons listed above shall keep to the terms and conditions of this policy as they apply to the public liability cover.

What is not insured

Any liability:

- arising from a contract or agreement which imposes a liability that *you* would not otherwise have been under
- arising from the ownership or occupation of any land or buildings
- arising from the carrying on of any trade or profession
- arising from the ownership, use or possession of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air or space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
- arising from *damage* to property owned or held in trust by:
 - i) *you*
 - ii) any director or *employee*
 - iii) the family of any director or *employee*
- for any accidental death of or accidental illness of or accidental personal injury to any member of the family of any director or *employee* or to any employee of any director or *employee*.

Cross liabilities

What is insured

Where this policy is in the joint names of more than one party we will deal with any claim as though a separate policy had been issued to each of them.

Data Protection Act

What is insured

We will pay all sums *you* become legally liable to pay under the Data Protection Act 1998 in accordance with personal data held by *you*.

What is not insured

Fines or penalties.

The cost of replacing, reinstating, rectifying or erasing personal data.

Motor contingent liability

What is insured

All sums which *you* and *you* alone shall become legally liable to pay as compensation for:

- i) accidental death of or accidental personal injury to any person
- ii) accidental *damage* to material property

arising out of the use of any motor vehicle being used in connection with *your business*.

What is not insured

Any liability:

- arising from the use of a motor vehicle which *you* own or provide
- arising from a motor vehicle driven by *you*
- for any *damage* to the vehicles or goods carried in them
- arising while the vehicle is being driven by a person who, to *your* knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
- arising outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- attaching to any person other than *you*
- more specifically insured under another policy.

Additional benefit

What is insured

We will pay the costs incurred with *our* consent for:

- representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this section of the policy.

Court attendance expenses

What is insured

Expenses at the rates shown below if any such people are required to attend court as a witness at *our* request in connection with a claim for which insurance is provided under this section of the policy:

- *you* or any director £250 per day
- any *employee* £100 per day.

Indemnity to principal

What is insured

In the event of any claim for which *you* would be entitled to receive indemnity under this section of the policy being brought or made against any Public or Local Authority or other Principal we will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to directors and employees

What is insured

If the following people have a claim made against them for which *you* would be insured by this section of the policy, we will pay for any amounts for which they are legally liable:

- any director or *employee*
- any officer, member or *employee* of *your* social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- *you* request *us* to do so
- such people shall keep to the terms, conditions and limitations of this policy.

Health and Safety at Work etc. Act 1974

What is insured

We will pay, at *your* request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against *you* or one of *your* directors or *employees* for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with *our* consent in an appeal against conviction.

Provided that:

- the breach was committed or alleged to have been committed during the period of insurance
- the proceedings relate to an offence committed in the course of *your business*
- *you* or any *employee* shall tell *us* immediately if any summons or other process is served upon *you* or any *employee* and of any event that may give rise to proceedings against such people.

What is not insured

Proceedings brought outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Proceedings relating to any deliberate or intentional act or omission.

Fines or penalties of any kind or the cost of appeal against improvement or prohibition notices.

Defective Premises Act

What is insured

Your legal liability under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by *you*.

What is not insured

Any liability for the cost of remedying any defect or alleged defect in the said premises.

Consumer Protection Act 1987

What is insured

We will pay, at *your* request, all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of the Consumer Protection Act 1987 including costs and expenses incurred with *our* consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the period of insurance
- the criminal proceedings relate to an offence committed in the course of *your business*
- the proceedings are brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- we have sole conduct and control of all claims
- *you* or any *employee* shall tell *us* immediately if any summons or other process is served upon *you* or any *employee* and of any event that may give rise to proceedings against such people.

The most we will pay is £25,000.

What is not insured

Legal fees where *you* or *your employee* are insured by another policy.

Legal fees or expenses where proceedings are for deliberate or intentional criminal act or omission by *you* or any *employee*.

Legal costs and expenses which *you* or any *employee* may be ordered to pay by a Court of Criminal Jurisdiction for any deliberate or intentional criminal act by *you* or any *employee*.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitors investigation restricted to proceedings as defined within this extension of cover.

Corporate Manslaughter and Corporate Homicide Act 2007

What is insured

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

Provided always that:

- a) *our* liability under will not exceed £2,000,000 in any one period of insurance.
This limit will form part of and not be in addition to the limit of indemnity stated in the policy
- b) this clause will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- d) *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause of the policy the amount paid under that clause will be taken into account in arriving at *our* liability payable under this clause.

What is not insured

Any liability for:

- a) any deliberate or intentional criminal act committed by *you* giving rise to a corporate manslaughter or corporate homicide charge
- b) fines or penalties of any kind
- c) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
- d) defence costs available from any other source or provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

Food Safety Act 1990

What is insured

We will cover *you* or, at *your* request, any of *your* directors or *employees* against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with *our* consent in an appeal against conviction arising from such proceedings.

Provided always that:

- the criminal proceedings relate to an offence committed in the course of *your business*
- this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- *you* or *your* director or *employee* give *us* immediate notice of any summons or other process served upon *you* or *your* director or *employee* and of any event which may give rise to proceedings against *you* or *your* director or *employee*.

What is not insured

We will not be liable under this extension:

- where *you* or *your* director or *employee* is insured by any other policy of insurance
- where criminal proceedings are in respect of any deliberate or intentional criminal act or omission committed by *you* or *your* director or *employee*
- in respect of legal costs and expenses which *you* or *your* director or *employee* may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional act or omission of *you* or *your* director or *employee*
- in respect of fines or penalties
- for the cost of any investigation or inquiry other than a solicitors' investigation restricted to criminal proceedings as described within this extension.

Libel and slander

What is insured

Your legal liability to pay compensation and claimants' costs and expenses for claims made against *you* during the period of insurance arising from any act of libel or slander committed or uttered in good faith by *you* during the period of insurance in the course of *your* business.

Provided that:

- this extension shall apply solely to *your* in-house and trade publications
- the most we will pay is £250,000 in any one period of insurance.

Personal representatives

What is insured

In the event of *your* death the indemnity provided by this section of the policy shall apply to *your* personal legal representatives in respect of liability incurred by *you* provided that such representatives shall as though they were *you* keep to the terms, and conditions and of this policy.

JCT Clause 6.5

What is insured

We agree to hold *you* covered for a period of up to 14 days from commencement of any contract under which *you* are required to arrange insurance under the terms of Clause 6.5 of the Joint Contracts Tribunal (JCT) Standard Building Contract 2005 or any equivalent clause in a comparable form of contract.

Cover is subject to the terms and premium of the policy ultimately issued by *us* in connection with such contract in the joint names of *you* and *your* principal, but only so far as concerns claims for any expense, liability, loss, claim or proceedings which *your* principal may incur or sustain by reason of *damage* to any property (other than the *contract works*) caused by:

- collapse, subsidence, vibration, weakening or removal of support or lowering of ground water
- heave where such peril is included in the contract conditions

arising out of or in the course of or because of the carrying out of such contract.

The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £1,000,000.

This extension in cover does not guarantee that we are able to continue providing cover once full details of the contract have been provided.

What is not insured

Any expense, liability, loss, claim or proceedings arising from *damage*:

- caused by or arising out of the following work:
 - a) ground compaction
 - b) piling or underpinning
 - c) shoring or propping of any building or structure
 - d) demolition of any building or structure
 - e) use of explosives
 - f) tunnelling
 - g) where excavation exceeds 2 metres in depth
- caused by the negligence, omission or default of *you*, *your* servants or agents or any sub-contractor or his servants or agents
- attributable to errors or omissions in the designing of the *contract works*
- which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- which is at the risk of the principal under the conditions of the contract.

All extensions to this section are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than the amount stated
- the terms and conditions of this policy insofar as they can apply.

Special conditions applying to this section of the policy

Discharge of liability

We may free ourselves of any further liability by paying to *you* or on *your* behalf the maximum sum payable under this section of the policy or, should any payments have been made, the balance of such maximum sum. We shall also pay legal costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against *you* is greater than the maximum sum payable by this section of the policy, *you* shall pay the extra amount. *You* shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

Pollution or Contamination

Liability arising from Pollution or Contamination is not insured unless 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.

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the period of insurance is shown in the schedule. Provided that the most we will pay will not increase and we will not pay more than the limit of liability under the Public Liability and Products Liability covers of this section as shown in the schedule to this policy.

Underground services

It is a condition precedent to *our* liability under this section of the policy that when digging or excavation work is to be undertaken *you* shall:

- ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of *damage* to them
- keep a written record of the measures which were taken to locate such services
- ensure the adoption of a method of work which minimises the risk of *damage* to such services.

Use of heat

It is a condition precedent to *our* liability under this section of the policy that the following precautions are complied with on each occasion of the use of or application of heat taking place elsewhere than at *your own premises*:

- a. Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers
 - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non combustible material.
 - ii) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke of smouldering flames are detected.

- iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.

- iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

- v) A person must be appointed by *you* to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches hot air guns or hot air strippers.

- b. Use of asphalt, bitumen, tar, pitch or lead heaters

- i) The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Excess

The excess applicable under this section is shown in the schedule to this policy.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Personal tools insurance

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help *you* identify these words in the policy, we have printed them in *italics* wherever they appear.

Damage

Loss or damage.

Excess

The amount stated in the schedule to this policy for which *you* are responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Personal tools

Powered and non-powered hand held tools of all types belonging to, held under a hire purchase agreement by, leased to or hired to *you* or *your employee*.

Other words with special meanings in this section are defined earlier in this policy.

They are: *business, employee, our, us, we, you, your.*

The cover

Personal tools

What is insured

Damage to personal tools occurring whilst in *your* custody or control during the period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

We will at *our* option indemnify *you* by payment, reinstatement, replacement or repair.

The most we will pay for any one item of *personal tools* is;

1. where the item is lost or damaged beyond economical repair the value to replace the item in a condition equal to but not better than its condition when new
2. where the item is repaired the amount required to return the item to a working condition substantially the same as immediately before the occurrence of loss or damage

less any discounts available to *you* or *us*.

What is not insured

Any individual tool over £500

Damage to any item of *personal tools* with a replacement value exceeding £500

Breakdown

Damage to any tool caused by its own breakdown or explosion.

Inventory losses

Loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking.

Limit of Liability

The most we will pay for all claims made:

- for any one period of insurance in the case of *personal tools* is shown in the schedule against *personal tools*

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided *you* agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Special conditions applying to this section of the policy

Northern Ireland

Insofar as this section of the policy covers riot and civil commotion we will not be liable under this policy in respect of *damage* or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, *damage*, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves *damage* to property; or
 - iii) endangers life, other than that of the person committing the act; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against or responding to any act, or preparation in respect of action, or threat of action as described in 1 above.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided by this section of the policy, the burden of proving that cover is provided under this section shall be upon *you*.

Security conditions for personal tools

Personal tools

We will not pay for loss of personal tools whilst unattended unless contained in:

- a vehicle provided that the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened; or
- a locked building or locked storage unit.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Employers' liability insurance

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help *you* identify these words in the policy, we have printed them in italics wherever they appear.

Business

For the purpose of this section of the policy only, the definition of *business* extends to include:

- private work carried out by any of *your* employees for *you* or any of *your* directors or executives
- participation in exhibitions
- maintenance of property and premises owned by *you*
- the provision and management of canteen, social, sports and welfare organisations for the benefit of *your* employees and first aid, fire and ambulance services.

Damage

Loss or damage.

Other words with special meanings in this section are defined earlier in this policy.

They are: *employee, our, us, we, you, your.*

The cover

What is insured

Your legal liability for bodily injury or disease sustained by any *employee* which arises out of and in the course of his employment by *you* in connection with *your business*.

We will pay:

- all sums *you* become legally liable to pay for any claim for damages settled with *our* consent
- claimant's costs and expenses
- all costs and expenses *you* incur with *our* consent in defending any claim for damages
- costs *you* incur with *our* consent for:
 - a) representation at any Coroner's Inquest or Fatal Inquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the bodily injury or disease is caused:

- during any period of insurance
- within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

What is not insured

Any liability:

- for bodily injury or disease sustained by any *employee*:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation or
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
- for which compulsory motor insurance or security is required under any of the following:
 - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993or any other compulsory road traffic legislation.

Limit of liability

The most we will pay for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of any one cause is shown on the schedule to this policy.

The limit of liability payable under this section of the policy in respect of any claim against or by *you* or series of claims against or by *you* arising directly or indirectly from TERRORISM shall be £5,000,000.

For the purpose of this section of the policy TERRORISM shall mean any act

1. involving serious violence against a person; and/or
2. involving serious *damage* to property; and/or
3. endangering a persons life, other than that of the person committing the act; and/or
4. creating a serious risk to health and safety of the public or a section of the public; and/or
5. designed seriously to interfere with or seriously disrupt an electronic system

the use or threat of which is made for the purpose of advancing political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.

The amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the limit of liability.

Extensions to the employers' liability cover

Unsatisfied court judgements

What is insured

If any *employee* or his personal representatives obtains a judgement for damages for bodily injury or disease against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and that judgement remains unpaid for more than six months *we* will pay to the *employee* or his personal representatives, at *your* request, the amount of any unpaid damages and awarded costs.

Provided that:

- the bodily injury:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of his employment in *your business*
- there is no appeal outstanding
- if any payment is made under this extension the *employee* or his personal representatives shall assign the judgement to *us*.

Court attendance expenses

What is insured

We will pay *you* the rates shown below if any such people are required to attend court as a witness at *our* request in connection with a claim for which insurance is provided under this section of the policy:

- *you* or *your* partner or any director £250 per day
- any *employee* £100 per day.

Indemnity to Principal

What is insured

In the event of any claim for which *you* would be entitled to receive indemnity under this section of the policy being brought or made against any Public or Local Authority or other Principal *we* will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to directors and employees

What is insured

If the following people have a claim made against them for which *you* would be insured by this section of the policy, *we* will pay for any amounts for which they are legally liable:

- any director or *employee*
- any officer, member or *employee* of *your* social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- *you* request *us* to do so
- such people keep to the terms, conditions of the policy.

Health and Safety at Work etc. Act 1974

What is insured

We will pay, at *your* request, all legal fees and expenses reasonably incurred by the solicitors engaged with *our* consent to act for or on behalf of any of *your* directors or *employees* to defend a criminal charge brought under:

- the Health and Safety at Work etc. Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978

occurring during the period of insurance and arising out of their employment with *you* in connection with *your business*.

Provided that:

- this extension shall only apply to proceedings brought within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- the director or *employee* tells *us* immediately if any summons or other legal process is served upon him and of any event which may give rise to legal proceedings against him.

What is not insured

Proceedings brought outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

This extension shall not apply:

- i) where proceedings relate to any deliberate or intentional act or omission
- ii) to fines or penalties of any kind or the cost of appeal against improvement or prohibition notices.

Any part of the cost of any investigation or inquiry other than a solicitors investigation restricted to the charge.

Personal representatives

What is insured

In the event of *your* death *we* will pay *your* personal legal representatives for liability incurred by *you* provided that such representatives shall keep to the terms, conditions of the policy.

Work overseas

What is insured

The insurance provided by this section of the policy applies anywhere in the world where *your* directors, partners or *employees* are on temporary visits for work in relation to *your business*.

Provided that they are normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and their contract of service or apprenticeship was entered into in the aforesaid countries.

What is not insured

Any liability for manual work carried out in the United States of America or Canada.

Corporate Manslaughter and Corporate Homicide Act 2007

What is insured

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

Provided always that:

- a) *our* liability under will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the policy
- b) this clause will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- d) *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) where we have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause of the policy the amount paid under that clause will be taken into account in arriving at *our* liability payable under this clause.

What is not insured

Any liability for:

- a) any deliberate or intentional criminal act committed by *you* giving rise to a corporate manslaughter or corporate homicide charge
- b) fines or penalties of any kind
- c) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
- d) defence costs available from any other source or provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

All extensions to this section of the policy are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy

- the most we will pay will not increase and we will not pay more than stated
- the terms, limitations and conditions of the policy insofar as they can apply.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Contract works insurance

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help *you* identify these words in the policy, we have printed them in *italics* wherever they appear.

Contract

Contract or agreement between *you* and any *principal* to carry out work in accordance with *your business*.

Contract site

The location at which the *contract works* are undertaken.

Contract works

Permanent and temporary works undertaken in performance of a *contract* or *speculative development* and materials for use in connection with them. Free issue materials are included provided *you* are responsible for them under the terms of the *contract*.

Damage

Loss or damage.

Excess

The amount stated in the schedule to this policy for which *you* are responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Pollution or contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere and all *damage* or bodily injury, illness, disease or death directly or indirectly caused by such pollution or contamination.

Practical completion

Completion of work apart from the prospective purchasers or tenants choice of decorations or final fittings.

Principal

Employer, company, partnership, public authority or individual for whom *you* have agreed to carry out work under the terms of the *contract*.

Speculative development

Erection, alteration or renovation of buildings other than under *contract* for sale or letting by *you* in accordance with *your business including* show properties.

Other words with special meanings in this section are defined earlier in this policy.

They are: *business, employee, our, us, we, you, your.*

The cover

Contract Works

What is insured

Damage to the *contract works* for which you are responsible occurring:

- in transit by road, rail, roll on / roll off ferry or inland waterway to or from the *contract site*
- on or adjacent to the *contract site*
- in the first 14 days after hand over to the *principal*
- in the period of maintenance or defects liability not exceeding 12 months

during the period of insurance anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

We will at *our* option indemnify you by payment, reinstatement, replacement or repair.

What is not insured

Completed *speculative developments*

Damage to *contract works* the subject of *speculative development*

- a) after being sold or let; or
- b) more than 90 days after *practical completion* of the last property on the *contract site* whichever is the earlier

Contracts in excess of limit of liability

Damage to *contract works* the subject of any *contract* or *speculative development* with a value including the value of free issue materials at commencement in excess of the limit of liability shown in the schedule to this policy

Existing structures

Damage to any property forming or which has formed the whole or part of any building or structure existing prior to the start of the *contract* or *speculative development*

Breakdown

Damage to any item of machinery caused by its own breakdown or explosion

Occupation of the *contract works*

Damage resulting from the occupancy other than as dwellings or offices of any portion of the *contract works* by any owner, tenant or occupier.

Relief under *contract*

Damage for which you are relieved of responsibility by the conditions of the *contract*

Nuclear site risks

Damage to *contract works* in, on or consisting of any building or plant which has been used, is used or is designated to be used for the production use or storage of nuclear materials other than with *our* prior agreement

Airborne or waterborne risks

Damage to *contract works* in or on any airborne or waterborne craft or vessel or marine rig or platform

Normal upkeep

The cost of normal upkeep or normal making good

Wear and tear

The cost of making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion, oxidation or scratching of painted or polished surfaces.

Pollution and contamination

Damage caused by *pollution* or *contamination* but we will pay for:

- a) *damage* caused by *pollution* or *contamination* which occurs as a consequence of *damage* insured by this section of the policy
- b) ensuing *damage* which is not excluded by this section of the policy.

Limited defective condition

The cost of repairing replacing or rectifying:

- a) *contract works* which are in a defective condition due to a defect in design, plan, specification, materials or workmanship of such *contract works* or any part of them
- b) *contract works* lost or damaged to enable the repair, replacement or rectification of *contract works* excluded by a) above

Part a) will not apply to other *contract works* which are free of the defective condition but suffer *damage* as a result.

Damage to the *contract works* will not be deemed to have occurred solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the *contract works* or any part of them.

Inventory losses

Loss by disappearance or by shortage which is only discovered by a routine inventory or a periodic stocktaking.

Non-ferrous metals

Theft of unfixed non-ferrous metals of any description unless either:

- a) an authorised *employee* or agent appointed by you is on the *contract site* at the time of the theft, or
- b) such property is contained within a securely locked hut or building.

Consequential loss

Liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss not specifically provided for in this section of the policy.

Limit of Liability

The most we will pay for all claims made for any one *contract* or *speculative development* is shown in the schedule against *Contract Works*.

If the value of any *contract* or *speculative development* increases after commencement to an amount in excess of the limit of liability shown in the schedule the limit of liability is automatically increased by up to 25%.

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Extensions applying to the contract works cover

Debris removal costs

What is insured

The reasonable costs and expenses necessarily incurred by you for:

- removing debris
- dismantling and/or demolishing
- shoring up, propping and fencing off
- repairing or cleaning drains, sewers, service mains and the like and/or dewatering
- temporary boarding up of windows following breakage of glass following *damage* to the contract works.

The most we will pay is 10% of the limit of liability applicable to the *contract works*.

Documents

What is insured

The costs and expenses incurred by you for clerical labour and stationery for rewriting or redrawing documents, drawings and business books following *damage* to them.

The most we will pay is 1% of the limit of liability applicable to *contract works*.

EU and public authority requirements

What is insured

The additional cost of reinstatement incurred following *damage* to the *contract works* solely to comply with the stipulations of European Union legislation or building or other regulations under an Act of Parliament or public authority bye-law

Provided that:

- reinstatement is carried out without delay
- if reinstatement is carried out on another site *our* liability is not increased
- the limit of liability shown against *contract works* in the schedule is not exceeded.

What is not insured

Costs incurred in complying with stipulations intimated to you before the *damage* occurred.

Costs incurred for undamaged property.

Any charge or assessment arising out of capital appreciation which may become payable following compliance with the stipulations.

Expediting expenses

What is insured

The reasonable costs and expenses necessarily incurred by you in making temporary repair and expediting permanent repair including overtime working and the use of rapid transport following *damage* to the *contract works*.

The most we will pay for any one occurrence of *damage* is 50% of the cost of repair had such costs not been incurred or £50,000 whichever is the lesser.

Indemnity to principal

What is insured

Where you are required by the *contract* we will indemnify any *principal* in a like manner to you provided that the *contract site* is within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

JCT contract conditions

What is insured

Where you are working under the JCT Standard Building Contract 2005 or its equivalent we will not pursue *our* rights of subrogation against sub-contractors directly engaged by you for *damage* arising from any of the specified perils defined in the above mentioned Building Contract.

Offsite storage

What is insured

Damage to the *contract works* which are stored in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man away from the *contract site* provided that you are responsible under the *contract*.

What is not insured

Damage where the value of the contract works in store exceeds £100,000 unless agreed by us.

Professional fees

What is insured

The reasonable costs of architects, surveyors, consulting engineers and other professional fees necessarily incurred by you in the reinstatement of *contract works* following *damage*.

The most we will pay is the charges authorised by the appropriate professional body.

What is not insured

Fees incurred in the preparation of any claim.

Special conditions applying to this section of the policy

Damage over a 72 hour period

Damage at any one *contract site* during any one period of 72 consecutive hours caused by earthquake, storm or flood shall be deemed to be a single event and so constitute one claim for the application of any excess.

For the purpose of this condition, the commencement of any such period shall be decided by *you*, provided that no two periods shall overlap.

Multiple lifts

Any raising or lowering operation in which a single load is shared between items of lifting and handling plant shall be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

Northern Ireland

Insofar as this section of the policy covers riot and civil commotion we will not be liable under this policy in respect of *damage* or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Overload testing

Any form of testing involving abnormal stresses or intentional overloading will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

Series defects

If the development or discovery of a defect in any part of the *contract works* shall indicate that similar defects exist in any other parts of the *contract works* you shall immediately investigate and if necessary rectify those defects at *your* own expense or alternatively bear all losses arising out of those defects.

Stoppage of work

In the event of stoppage of work by *you* on the *contract site* from any cause for a period of 3 consecutive months all cover under this section of the policy shall be suspended unless we have agreed in writing to continue cover.

In the event of a total or partial stoppage of work *you* shall use due diligence and do all things reasonably practical to protect the property insured.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, *damage*, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or

- ii) involves *damage* to property; or
 - iii) endangers life, other than that of the person committing the act; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against or responding to any act, or preparation in respect of action, or threat of action as described in 1 above.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided by this section of the policy, the burden of proving that cover is provided under this section shall be upon *you*.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Owned plant insurance

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help *you* identify these words in the policy, we have printed them in *italics* wherever they appear.

Damage

Loss or damage.

Excess

The amount stated in the schedule to this policy for which *you* are responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Owned plant

Contractors' plant of all types including scaffolding, temporary buildings, site office contents and site welfare facilities belonging to *you*, held by *you* under a hire purchase agreement, leased by *you* or on loan to *you*.

Other words with special meanings in this section are defined earlier in this policy.

They are: *business, employee, our, us, we, you, your.*

The cover

Owned plant

What is insured

Damage to owned plant occurring whilst:

- in *your* custody or control
- hired out by *you* under the standard conditions of The Construction Plant Hire Association or as otherwise agreed with *us*

during the period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including whilst transit by road, rail, roll on / roll off ferry or inland waterway.

We will at *our* option indemnify *you* by payment, reinstatement, replacement or repair.

The most we will pay for any one item of *owned plant* is its market value.

What is not insured

Personal tools

Damage to *personal tools* if insured separately under this policy

Breakdown

Damage to any item of *owned plant* caused by its own breakdown or explosion but not *damage* by any ensuing cause

Attachments

Damage to cutting edges, tools, trailing cables or flexible pipes, other than when such *damage* results from the total loss of the complete item or items of *owned plant*

Materials treated

Damage resulting from materials treated by the *owned plant* or by foreign bodies entering the plant with such materials

Motor vehicles

Damage to any mechanically propelled vehicle:

- a) licensed for road use other than a vehicle designed or adapted primarily for use as a tool of trade
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured

Airborne or waterborne craft

Damage to any aircraft, hovercraft or watercraft other than non-powered craft.

Inventory losses

Loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking.

Wear and tear

The cost of making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion, oxidation or scratching of painted or polished surfaces.

Plant recovery costs

What is insured

The reasonable costs necessarily incurred by *you* to recover any item of *owned plant* which has become accidentally immobilised during normal operation.

The most we will pay is the sum that would have been payable under this section had recovery costs not been incurred.

What is not insured

Costs:

- of rectifying electrical or mechanical breakdown or derangement in order to effect recovery
- of plant of recovering plant situated underground.

Limit of Liability

The most we will pay for all claims made:

- for any one period of insurance in the case of *owned plant* is shown in the schedule against *owned plant*

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided *you* agree to pay any additional premium required by *us*. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Special conditions applying to this section of the policy

Multiple lifts

Any raising or lowering operation in which a single load is shared between items of lifting and handling plant shall be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

Northern Ireland

Insofar as this section of the policy covers riot and civil commotion we will not be liable under this policy in respect of *damage* or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Overload testing

Any form of testing involving abnormal stresses or intentional overloading will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, *damage*, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves *damage* to property; or
 - iii) endangers life, other than that of the person committing the act; or

- iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against or responding to any act, or preparation in respect of action, or threat of action as described in 1 above.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided by this section of the policy, the burden of proving that cover is provided under this section shall be upon *you*.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Hired-in plant insurance

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help *you* identify these words in the policy, we have printed them in *italics* wherever they appear.

Damage

Loss or damage.

Excess

The amount stated in the schedule to this policy for which *you* are responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Hired-in plant

Contractors' plant of all types including scaffolding, temporary buildings, site office contents and site welfare facilities hired in by *you* under the terms of a hiring agreement but not on hire purchase or free loan to *you*.

Other words with special meanings in this section are defined earlier in this policy.

They are: *business, employee, our, us, we, you, your*.

The cover

Hired-in plant

What is insured

Your legal liability under the terms of your hiring agreement to pay compensation for *damage to hired-in plant* whilst:

- in your custody or control
- re-hired by you under the standard conditions of The Construction Plant-Hire Association or as otherwise agreed with *us*

during the period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including whilst transit by road, rail, roll on / roll off ferry or inland waterway.

We will pay:

- all sums *you* become legally liable to pay as compensation
- all legal costs for which *you* may be liable for defence of legal proceedings incurred with *our* written consent.

What is not insured

Airborne or waterborne craft

Liability for *damage* to any aircraft, hovercraft or watercraft other than non-powered craft

Motor vehicles

Liability for *damage* to any mechanically propelled vehicle

- licensed for road use other than a vehicle designed or adapted primarily for use as a tool of trade
- for which compulsory motor insurance or security is required
- which is more specifically insured.

Extensions applying to *Hired-in plant* cover

Continuing hire charges

What is insured

Your legal liability under the terms of *your* hiring agreement to pay continuing hire charges for which *you* are responsible under the terms of *your* hiring agreement as a consequence of *damage to hired-in plant* insured by this section of the policy.

The most we will pay for any one occurrence of *damage* is £50,000 or as otherwise agreed with *us*.

What is not insured

Liability for:

- hire charges incurred for the first 24 hours after the occurrence of the *damage*
- hire charges incurred for any period in excess of 3 months after the occurrence of the *damage*

Plant recovery costs

What is insured

The reasonable costs necessarily incurred by *you* to recover any item of *hired-in plant* which has become accidentally immobilised during normal operation.

The most we will pay is the sum that would have been payable under this section had recovery costs not been incurred

What is not insured

Costs:

- of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
- of recovering plant situated underground.

Limit of Liability

The most we will pay for all claims made:

- for any one occurrence of *damage* in the case of *hired-in plant* is shown in the schedule against *hired-in plant*.

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Special conditions applying to this section of the policy

Multiple lifts

Any raising or lowering operation in which a single load is shared between items of lifting and handling plant shall be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

Northern Ireland

Insofar as this section of the policy covers riot and civil commotion we will not be liable under this policy in respect of *damage* or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Overload testing

Any form of testing involving abnormal stresses or intentional overloading will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, *damage*, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves *damage* to property; or
 - iii) endangers life, other than that of the person committing the act; or

iv) creates a risk to health or safety of the public or a section of the public; or

v) is designed to interfere with or to disrupt an electronic system

2. any action in controlling, preventing, suppressing, retaliating against or responding to any act, or preparation in respect of action, or threat of action as described in 1 above.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided by this section of the policy, the burden of proving that cover is provided under this section shall be upon you.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Employees' personal tools and effects

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help you identify these words in the policy, we have printed them in italics wherever they appear.

Contract

The contract or agreement between you and your principal to carry out work in accordance with your business.

Contract site

The location at which the *contract works* are undertaken.

Contract works

The permanent and temporary works undertaken in performance of the *contract* and materials for use in connection with them. Free issue materials are included provided you are responsible for them under the terms of the *contract*.

Damage

Loss or damage.

Excess

The amount for which you will be responsible which will be deducted from the amount payable by us for any one occurrence or all occurrences of a series arising out of any one original cause.

Other words with special meanings in this section are defined earlier in this policy. They are: *business*, *employee*, *our*, *us*, *we*, *you*, *your*.

The cover

Employees' personal tools and effects

What is insured

Damage to personal tools and effects belonging to an employee occurring:

- in transit by road in your vehicle to or from the contract site
- on or adjacent to the contract site

during the period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

We will at our option:

- repair, reinstate or replace the personal tools and effects, or
- pay the amount of the damage in money.

The most we will pay for any one employee is shown in the schedule.

What is not insured

Damage to motor vehicles, money, credit cards, debit cards, jewellery, precious metals or stones or articles made from them.

Damage to any item of personal tools or effects caused by its own breakdown or explosion

Limit of Liability

The most we will pay for all claims made:

- for any one period of insurance in the case of employees' personal tools and effects is shown in the schedule against employees' personal tools and effects

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Special conditions applying to this section of the policy

Northern Ireland

Insofar as this section of the policy covers riot and civil commotion we will not be liable under this policy in respect of damage or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves damage to property; or
 - iii) endangers life, other than that of the person committing the act; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against or responding to any act, or preparation in respect of action, or threat of action as described in 1 above.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided by this section of the policy, the burden of proving that cover is provided under this section shall be upon you.

Security conditions for employees' tools and effects

Employees' personal tools and effects

We will not pay for loss of employees' personal tools and effects whilst unattended unless contained in:

- a vehicle provided that the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened; or
- a locked building or locked storage unit.

Excess

The excess applying to this section of the policy is shown in the schedule.

This section should be read in conjunction with the General Conditions and Exclusions contained within this policy.

Conditions and Exclusions applying to the whole policy

The following Conditions and Exclusions do not apply to any motor insurance or legal expenses (other than motor) section(s) of the policy.

General Conditions

In the following conditions the word *you* also includes any other person insured under the policy.

- 1 The policy, schedule, endorsements and any certificate(s) shall be read as though they were one document.
- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of employees.
- 3 *You* must notify *us* as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by *you* to *us* or stated as material facts by *us* to *you* which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change *we* will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to *us* then *we* are under no obligation to agree to make them and may no longer be able to provide *you* with cover.

If *you* do not notify *us* of any such change *we* may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 9 but only with effect from the date of the change in circumstances or material facts.

- 4 If *you* or anyone acting on *your* behalf:
 - a) makes a fraudulent or exaggerated claim under this policy; or
 - b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
 - c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
 - d) submits a claim under this policy for loss or damage which *you* or anyone acting on *your* behalf or in connivance with *you* deliberately caused; or
 - e) realises after submitting what *you* reasonably believed was a genuine claim under this policy and then fails to tell *us* that *you* have not suffered any loss or damage; or
 - f) suppresses information which *you* know would otherwise enable *us* to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that *we* have already paid in respect of the claim.

We may also notify *you* that *we* will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If *we* terminate this policy under this condition *you* will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of *you* this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

- 5 If *you* decide *you* do not want to accept the policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice. *We* may, at *our* discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.
- 6 *We* have the right to cancel this policy, or any section or part of it, by giving 30 days notice in writing by special delivery mail *your* last known address.
- 7 If *we* admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take legal action against *us* over the dispute before the arbitrator has reached a decision.
- 8 If *you* die *we* will insure *your* legal personal representatives for any liability *you* had previously incurred under the policy provided that they keep to the terms and conditions of the policy.
- 9
 - a) At inception and renewal of this policy and also whenever changes are made to it at *your* request *you* must:
 - i) disclose to *us* all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
 - b) If *you* do not comply with clause a) of this condition *we* may:
 - i) avoid this policy which means that *we* will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by *you* is proven by *us* to be deliberate or reckless in which case *we* will not return the premium paid by *you*; and
 - ii) recover from *you* any amount *we* have already paid for any claims including costs or expenses *we* have incurred.

c) If *you* do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what *we* would have done if *we* had known about the facts which *you* failed to disclose or misrepresented:

- i) if *we* would not have provided *you* with any cover *we* will have the option to:
 - 1) avoid the policy which means that *we* will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from *you* any amount *we* have already paid for any claims including costs or expenses *we* have incurred
- ii) if *we* would have applied different terms to the cover *we* will have the option to treat this policy as if those different terms apply. *We* may recover any payments made by *us* on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if *we* would have charged *you* a higher premium for providing the cover *we* will charge *you* the additional premium which *you* must pay in full.

d) Where this policy provides cover for any person other than *you* and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession *we* will not invoke the remedies which might otherwise have been available to *us* under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than *you*.

Provided always that if the person concerned or *you* acting on their behalf makes a careless misrepresentation of fact *we* may invoke the remedies available to *us* under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

10 Reference to the payment of premium includes payment by monthly instalments. If *you* pay by this method this policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and this policy will be cancelled immediately.

11 *You* must tell *us* immediately any *building* or part of any *building* insured by this policy becomes unoccupied and pay an additional premium if required. *We* shall have the right to change the terms and conditions of the policy and *you* must action any risk improvement measures that *we* may require.

12 Notwithstanding any other terms of this policy *we* will be deemed not to provide cover nor will *we* make any payment or provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions law or regulation.

13 *You* must repay *us* any amounts which *we* are required by compulsory insurance legislation to pay out under this policy to the extent that *we* would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

Claims Conditions

1 Upon learning of any circumstances likely to give rise to a claim *you* must:

- tell *us* as soon as is reasonably possible and give *us* all the assistance *we* may reasonably require
- as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil, labour or political disturbances or vandals or malicious people as well as taking all practical steps to discover the identity of the guilty person or persons and to trace and recover any missing property
- immediately send to *us* unacknowledged any writ or summons issued against *you*
- supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that *we* require within the following periods:
 - i) 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the *maximum indemnity period* under any *business interruption* section of this policy
 - iii) 30 days after any other *damage*, interruption or bodily injury, illness, disease or death
- take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*
- preserve any damaged or defective property which might prove necessary as evidence for examination by *us* or *our* representatives.

2 *We* shall have the right to settle a claim by:

- the payment of money
- reinstatement or replacement of the property lost or damaged
- repair of the property lost or damaged.

If *we* decide to settle a claim by reinstatement, replacement or repair of property insured by this policy *we* shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We shall not spend on one item more than its sum insured.

We shall not be responsible for temporary repairs carried out without *our* consent (unless such temporary repairs are carried out under the Expediting Expenses extension to any Contract Works section of this policy) or any consequences nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair.

Where *damage* is confined to a part of an item of property insured by this policy *we* shall be liable only for the value of that part plus the cost of any necessary dismantling and erection for which *you* are responsible.

You shall not be entitled to abandon any property to *us* whether taken into possession by *us* or not.

- 3 We shall have the right to the salvage of any property insured.
- 4 *You* must not admit, deny, negotiate or settle any claim without *our* written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy *we* will be liable only for *our* proportionate share. If any such other policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 We are entitled to:
 - take the benefit of *your* rights against another person before or after *we* have paid a claim
 - take over the defence or settlement of a claim against *you* by another person.

We will not take the benefit of *your* rights against any company standing in the relationship of parent to subsidiary or of subsidiary to parent to *you* or any company which is a subsidiary to *your* own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the *damage* occurred or the liability was incurred).

- 7 We have the right to enter the building where the *damage* has happened and to take and keep any of the property insured and deal with salvage in a reasonable manner.
- 8 If a dispute under a construction *contract* defined in the Housing Grant, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve *us* in a payment under this policy, then *you* must:
 - tell *us* immediately *you* become aware of the referral
 - forward to *us* immediately upon receipt all relevant documents in connection with the dispute.

We will only be responsible for damages and costs that become payable by *you*.

You must not waive under *contract* or otherwise any rights of appeal against the decision given by the adjudicator. If *you* do not comply with this *we* will not pay the damages or costs for which *you* are held responsible to pay.

If *we* successfully appeal against a decision and *we*:

- are allowed a full or partial recovery, and
- have not received the amount involved from any source after a period of six months from the date of the decision

we reserve the right to recover the amount from *you*.

General Exclusions

This policy does not cover:

- 1 death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any *nuclear installation, nuclear reactor* or other nuclear assembly or nuclear component thereof
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
 - e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
 - f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- a) to d) will not apply to the employers' liability part except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

2 (this exclusion does not apply to any Contract Works and Hired – in Plant Insurance section of this policy)

damage to any electrical plant or appliance caused by its own:

- i) over running
- ii) short circuiting
- iii) excessive pressure
- iv) self heating.

This exclusion shall not apply where fire spreads to cause *damage* to other plant or appliances or other property insured.

3 (this exclusion does not apply to any Employers Liability and Personal Accident section of this policy)

- i) loss, destruction or *damage*
- ii) consequential loss, additional expenditure or extra expenses
- iii) legal liability
- iv) other fees, costs disbursements, awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any DATA PROCESSING SYSTEM responding to or dealing in any way with
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is *your* property or

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses (other than motor) this shall not exclude subsequent loss destruction or *damage* or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this policy.

For the purpose of this Exclusion, the following special meanings shall apply:

'DATA PROCESSING SYSTEM' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'DEFINED PERILS' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe. impact by any vehicle or by goods falling from them or animal.

4 (this exclusion does not apply to any Employers Liability and Personal Accident section of this policy)

- i) DAMAGE to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such DAMAGE is caused by Virus or Similar Mechanism, or Hacking, or Denial of Service Attack.
- ii) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

But this shall not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

For the purpose of this Exclusion the following special meanings shall apply:

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

"Hacking" shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the Insured or not.

"Denial of Service Attack" shall mean means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns *you* may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with *your* usual contact at Zurich or *your* broker or insurance intermediary as they will generally be able to provide *you* with an immediate response to *your* satisfaction.

Contact details will be provided on correspondence that *we* or *our* representatives have sent *you*.

If *we* cannot resolve *your* complaint straight away *we* will aim to resolve *your* concerns as soon as possible and *we* will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints *we* receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

If *we* are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* may be able to ask the ombudsman to formally review *your* case. *You* must contact the ombudsman within six months of *our* final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line"
(for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a
monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and *you* are entitled to contact the ombudsman at any stage of *your* complaint.

The ombudsman can help with most complaints if *you* are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If *you* are unsure whether the ombudsman will consider *your* complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that *you* may be entitled to compensation if *we* are unable to meet *our* obligations to *you*. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.



CommunityMark

developed by Business in the Community

Zurich Insurance plc

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Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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