

Policy Wording



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A Warm Welcome to Thistle

Thank You for choosing to take this Policy through Thistle Underwriting.

Thistle Underwriting is a trading style of Thistle Insurance Services Limited.

Important

If You have any queries about the Policy, do not understand any part of it or feel that it does not meet Your requirements please consult Your Insurance Broker

Our commitment to You

We aim to provide a consistently excellent service to all Our Customers. We, therefore, take all complaints that We receive very seriously and aim to resolve all of Our Customers' problems promptly and to their satisfaction. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and then analyse Your feedback to make sure We are able to continually improve the services We provide.

Signed on behalf of Thistle Insurance Services Ltd

A handwritten signature in black ink, appearing to read 'John Mason', with a long horizontal flourish extending to the right.

John Mason
Wholesale Underwriting Director
Thistle Insurance Services Limited

Your Contractors All Risks Policy

This is **Your** Policy and it sets out the details of **Your** insurance contract between **You** and the **Insurer**.

Your premium has been calculated upon the information shown in the Policy **Schedule**.

Please read the Policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** insurance broker if **You** have any questions or if **You** wish to make any adjustments

Introduction

Each Section of this Policy, the Schedule and any Endorsements, together with this Introduction, General Definitions, General Conditions and General Exclusions shall be read as one document.

Any such word or expression given a specific meaning will be in bold and starting with a capital letter through this Policy and, unless **We** state otherwise, any word or expression given a specific meaning in:

- a) the Schedule, and Policy Endorsements, or this Introduction, the General Definitions, Exclusions and Conditions will have the same meaning throughout the Policy unless otherwise stated
- b) an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the Policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this Policy, provided that the loss, **Damage** or **Injury** which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

The Schedule shows the Sections of the Policy that are insured.

IMPORTANT

This Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore, **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and /or Proposal is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** Policy may not be valid or the Policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the Policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

Making a Claim (excluding Legal Expenses)

If any incident occurs which might result in a claim **You** must immediately contact **Us** via **Your** insurance broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.
Tel: 0330 024 2587
or Email: thistlecommercialclaims@coveainsurance.co.uk

You should refer to the **Claims Conditions** in the policy for full details of the procedures and conditions applying.

How We use Your Information

The personal information, provided by **You**, is collected by or on behalf of the **Insurer** and may be used by **Us**, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes. **We** may also share **Your** information with reinsurers and regulators, as required by law.

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

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

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

Your personal information will be kept secure at all times.

Fraud Prevention and Detection

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

Disclosure of other people's personal information

You should show this notice to anyone whose personal information **You** provide to us. **You** must ensure that any such information **You** supply relating to anyone else is accurate and that **You** have obtained their consent to the use of their data for the purposes set out above.

Your Rights

Under the Data Protection Act 1998 **You** have the right of access to the personal information held about **You** by the **Insurer**.

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

Consent

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

How to contact Us

If **You** have any concerns or wish to raise a complaint about the way **We** handled **Your** information **You** can contact **Our** representative, Andrew Robinson at mypersonaldata@pib-insurance.com

Should **You** be dissatisfied with **Our** response to **Your** complaint or believe **We** are not processing **Your** personal data not in accordance with the law **You** can complain to the Information Commissioner's Office (ICO).

Choice of Law

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

Registration and Regulatory Information

Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc

Covea Insurance plc. Registered in England and Wales No. 613259.

Registered office: Norman Place, Reading, Berkshire. RG1 8DA.

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

General Definitions

Each time one of the following defined terms or phrases is used, it will have the same meaning wherever it appears in the Policy unless stated otherwise.

A defined term or phrase will be shown in bold each time it appears in the Policy except where incorporated in headings and titles.

Each Section of the Policy contains definitions which apply to that particular Section and which must be read in conjunction with the following General Policy Definitions.

1. Additional Insured

- a) **Your** personal representatives in respect of legal liability that's incurred;
- b) any Principal for whom **You** are carrying out a contract for the performance of work but only to the extent required by contract conditions;
- c) any **Person Employed**;
- d) any of **Your** directors or partners;
- e) the owners of plant hired in by **You** but only to the extent required by the hiring conditions;
- f) any of **Your** directors or partners or **Person Employed** in respect of private work undertaken by any **Person Employed** for such director, partner or **Person Employed** with **Your** prior consent;

against legal liability in respect of which **You** would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against **You**;

- g) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such;

each of whom shall as though the insured be subject to the limits, terms, conditions and exclusions contained in this Policy so far as they can apply.

2. Business

Your Business as stated in the **Schedule**.

3. Commissioning

Commissioning means operational **Testing** commencing either with the introduction into the **Contract Works** of feedstock or other materials for processing or handling or when supply to a system commences. **Commissioning** does not include any processes involving chemical action or reaction unless the prior agreement of the **Insurer** has been obtained.

4. Contract

The agreement under which the **Contracts Works** are undertaken.

5. Contract Works

The permanent works undertaken in the performance of the **Contract** and allocated to or incorporated in the works including:

- a) **Temporary Works**
and
- b) **Free Issue Materials.**

at the contract site until

- a) the issue of a certificate of completion or taking over certificate; or
- b) the completion of construction; or
- c) until taken into use whichever is the earlier and for a further fourteen day period where the **Contractor** is required to insure under the terms of the Contract.

Contracts Works does not include

- a) prototype experimental untried or unproven works or machinery.
- b) **Contractor Plant.**
- c) **Temporary Buildings.**
- d) **Employees Effects.**
- e) **Hired in Plant.**

6. Contract Value

The awarded value of the **Contracts Works** including the value of **Free Issue Materials** and all other costs associated with the completion of the Contract.

7. Contractor

The party undertaking the **Contracts Works** on behalf of the Employer.

8. Contractors Plant

Tools tackle plant and equipment belonging to **You** or for which **You** are responsible for under a hire purchase or lease agreement.

9. Damage

Accidental physical loss of, destruction of, or **Damage** to the **Insured Property.**

10. Damage to Property

Physical loss of, destruction of, or **Damage** to material property.

11. Debris Removal

Costs and expenses necessarily and reasonably incurred by **You** with the prior consent of the **Insurers** to:

- a) remove Debris from;
- b) dismantle and/or demolish;
- c) shore-up or prop-up;

the portion or portions of the **Insured Property** following **Damage.**

The **Insurers** will not pay for any costs or expenses:

- a) incurred in removing Debris except from the site of the **Insured Property** and the area immediately adjacent to such site;
- b) arising from pollution or contamination of property not insured by this Policy.

12. Defined Peril

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

13. Denial of Service Attack

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 Attack** includes, but is 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.

14. Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by Electronic and electromechanical data processing or electronically controlled equipment and includes **Programmes, Software** and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

15. Electronic Data Processing Media Valuation

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

16. Employee

see **Person Employed**

17. Employees Effects

Tools and personal effects belonging to **Employees** but not motor vehicles precious metals or stones watches jewellery or **Money**.

18. Excess

The amounts as stated either in this Policy wording or in the **Schedule**, as applicable, that are to be deducted from any loss and which amount shall be borne by **You**.

19. Free Issue Materials

Materials supplied by the Employer or their agents for which **You** are responsible under the terms of the **Contract** and for which the value has been declared to the **Insurers**.

20. Hired In Plant

Tools tackle plant and equipment site huts and other temporary accommodation hired by **You** and for which **You** are responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan.

21. Injury

Bodily **Injury**, death, disease (or sickness), illness, nervous shock or mental **Injury**.

22. Insured Property

The subject matter insured as stated in the **Schedule**, but not intellectual property.

23. Insurer/Insurers/We/Us/Our

Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc.

Covea Insurance plc. Registered in England and Wales no.613259. Registered Office: Norman Place, Reading RG1 8DA.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

24. Money

Money that is **Your** property or for which **You** are legally responsible that is either:

- a) negotiable instruments which must be current coinage, bank and currency notes, uncrossed cheques Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or
- b) non-negotiable instruments which must be any crossed instrument being a cheque, **money** or postal order, travellers cheque, Giro draft, banker's draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

25. Occurrence

Any one loss or series of losses consequent upon or attributable to one source or original cause.

26. Period of Insurance

The period as stated in the **Schedule**.

27. Person Employed

- a) person under a Contract of Service or apprenticeship with **You**;
- b) labour master or labour only sub-contractor or person supplied by any of them;
- c) self employed person;
- d) person hired to or borrowed by **You**;
- e) person undertaking study or **work experience**;
- f) person supplied to **You** under a **contract** or agreement, the terms of which deem such a person to be in **Your** employment;
- g) voluntary worker or temporary worker;
- h) driver or operator of plant hired by **You** under Construction Plant Hire Association or similar conditions;

while working under **Your** control in connection with the **Business**.

28. Pollution or Contamination

Pollution or Contamination of building(s) or other structures, or of water or land or the atmosphere and all loss or destruction or **Damage** or **Injury** directly or indirectly caused by such **Pollution or Contamination**.

29. Premises

The location(s) as stated in the **Schedule** or in any Endorsement(s) used by **You** for the purposes of the **Business**.

30. Premium

The amount specified in the **Schedule**.

31. Principal

Any person (which expression includes any employer, firm, company, ministry or authority) who has by a contract made with **You** engaged **You** to perform work for them.

32. Product(s)

Any commodities, articles or things including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on **Your** behalf and no longer in the possession of, or under **Your** control but shall not include the **Contracts Works** and/or **Contractors' Plant**.

33. Professional Fees

Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the **Insurers'** consent in the reinstatement of the **Insured Property** directly consequent upon its **Damage** by an event insured hereby but not for the preparation of any claim. The amount payable for such fees shall not exceed those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the **Damage**, and the amount payable under any Item including or consisting of **Professional Fees** shall not exceed in total its **Sum Insured**.

34. Programme(s)

The set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.

35. Proposal

Any information supplied by **You** in connection with this Insurance and any declaration made in connection therewith by or on **Your** behalf or **Your** agents.

36. Schedule

The **Schedule** of Insurance attaching to and forming part of this Policy.

37. Software

Any **Programme(s)** which is/are characterised as systems and/or application **Software** and which is/are designed to invoke processing and/or facilitate the writing of any **Programme(s)**.

38. Stock in Trade

Stock and materials in trade, including finished stock and work in progress, **Your** property and goods in trust for which **You** are responsible.

39. Substantial Completion

A building is deemed to be substantially complete when the work remaining relates only to the prospective purchaser's or tenant's choice of decoration, fixtures and fittings.

40. Sum Insured

The **Sum Insured** as stated in the **Schedule** applicable to the particular Item or Section.

41. Temporary Buildings

Site huts and other temporary accommodation and their contents (other than computer or other data processing equipment) belonging to **You** or for which **You** are responsible under a hire purchase or lease agreement.

42. Temporary Works

Structures and their materials that are necessary for access to or support of the works and will

- a) be removed from the contract site on or before the date of completion of the works.
- b) not normally be used again in connection with other Contracts.

43. Territorial Limits

Unless expressly stated to the contrary in any Section of this Policy, the **Schedule** or any Endorsement which may be attached to this Policy, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

44. Terrorism

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

45. Testing

Testing means the application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load.

46. Transit

Transit between locations within the **Territorial Limits** and shall include temporary storage in the course of **Transit** but excluding **Transit** by air.

47. Unlawful Association

Any organisation which is engaged in Terrorism and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

48. Virus or Similar Mechanism

Any **programme** code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect any computer **Programme(s)**, data files or operations, whether involving self-replication or not. **Virus of Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs.

49. You/Your/Yours

The **Insured** as stated in the **Schedule**.

General Conditions

1. Fair Presentation of Risk

You must make a fair presentation of the risk when **You** first take out this Policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid the Policy and refuse to pay all claims where:

- a) such failure was deliberate or reckless; or
- b) **We** would not have entered into this Policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this Policy **We**:

- a) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this Policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- a) proportionately reduce the amount payable in respect of a claim; and/or
- b) treat the Policy as if it contained such different terms (other than relating to the Premium) that **We** would have applied to the Policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** choose to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

2. Change in Facts

During the **Period of Insurance** **You** or **Your** insurance broker must tell **Us** immediately if there is any alteration in risk or to the facts which **You** disclosed when **You** took out this Policy, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the Policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the Policy in accordance with General Condition 16 (**Insurers' Right of Cancellation**).

If **You** or **Your** insurance broker fails to tell **Us** about an alteration in risk, **We** may:

- a) terminate the Policy as from the date when the alteration occurred, if **We** would have cancelled the Policy had **You** told **Us** of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and/or
- c) treat the Policy as if it contained such different terms (other than relating to the Premium) that **We** would have applied to the Policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** choose to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

3. Alteration of Risk

This Policy will be voided if after the inception of the **Period of Insurance** there is any alteration where **Your**:

- a) interest ceases except by will or operation of law; or
- b) **Business** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or

unless such alteration has been accepted by the **Insurers** in writing.

4. Fraud

If any claim made under this Policy by **You** or anyone acting on **Your** behalf is fraudulent or intentionally exaggerated or if any false declaration or statement is made in support of such a claim:

- a) **We** will not be liable to pay the fraudulent claim in any part of or the total
- b) **We** will be entitled to refuse all claims arising after the fraudulent action
- c) **Our** liability will continue for legitimate claims arising before the fraudulent action
- d) **We** will cancel the Policy from the date of the fraudulent action even if the Policy had expired before the discovery of the fraud

5. Interpretation

In this Policy:

- a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or Endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

6. Precautions and Reasonable Care

It is a condition that **You** shall take all reasonable precautions:

- a) for the safety of and to avoid, prevent or minimise any **Damage** ;
- b) to avoid, prevent or minimise any **Injury** to others or **Damage** to their property;
- c) to prevent the sale of or supply of **Products** which are defective in any way;

which might give rise to a claim under this Policy.

It is a condition that **You** shall also:

- a) comply with all statutory and other obligations and regulations imposed by any authority;
- b) maintain the **Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- c) exercise reasonable care in the selection and supervision of **Employees** and in the employment of competent staff
- d) in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

7. Action to Minimise Loss

It is a condition that if any incident occurs which may give rise to a claim under this Policy **You** shall take action to minimise the loss or **Damage**, to avoid interruption or interference with the **Business** and to prevent further **Damage** or **Injury**.

8. Repairable Damage

The **Insurers** will not make a deduction for wear and tear against the cost of repairable **Damage** to **Contractor Plant** or **Temporary Buildings** less than twelve months old provided that the cost of repair does not exceed the market value of the item at the time of the loss or **Damage**.

9. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions being in force at that time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurers**.

10. Contribution

If at the time of any claim(s) covered by this Policy there shall be any other insurance covering the same risk or part thereof, the **Insurers** shall not be liable for more than their rateable proportion thereof.

If any such other insurance be subject to any condition of Average, this Policy, if not already subject to any such condition of Average, shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part, or from contributing rateably, the liability of the **Insurers** shall be limited to that proportion of the **Damage** which the **Sum Insured** under this Policy bears to the value of the property.

11. Insurers' Rights following a Claim

On the happening of any event in respect of which a claim is or may be made under this Policy, the **Insurers** (and every person authorised by them) shall have the right, without thereby incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the **Premises** where the event has occurred, and to take and keep possession of any of the **Insured Property** (or require it to be delivered to them) and to deal with any salvage in a reasonable manner. No claim under this Policy shall be payable unless the terms of this Condition have been complied with. No property may be abandoned to the **Insurers**, whether taken possession of by them or not. This Condition shall be evidence of permission from **You** to the **Insurers** so to do. If **You** or anyone acting on **Your** behalf shall not comply with the requirements of the **Insurers** or shall hinder or shall obstruct the **Insurers** in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. **You** shall not in any case be entitled to abandon any property to the **Insurers** whether taken possession of by the **Insurers** or not.

The **Insurers** may at any time pay the amount of the Limit of Liability to which the claim applies and shall be under no further liability in respect thereof.

12. Reinstatement of Damage

If the **Insurers** elect or become bound to reinstate or replace any property, **You** shall at **Your** own expense provide all such plans, documents, books and information as the **Insurers** may reasonably require. The **Insurers** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the Items insured more than its **Sum Insured**.

13. Subrogation

Any claimant under this Policy shall, at the request and expense of the **Insurers**, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in **Your** name whether such steps are or become necessary before or after any payment is made by the **Insurers**.

14. Subrogation Waiver

Notwithstanding Condition 14, in the event of a claim arising under this Policy the **Insurers** agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of parent to subsidiary (or subsidiary to parent) of **You**; or
- b) any Company which is a subsidiary of a parent Company of which **You** are a subsidiary;

in each case within the meaning of the Companies Act(s).

15. Suspension of Cover

If work on a **Contract** site shall cease for a period in excess of ninety consecutive days the indemnity provided by the **Insurers** for loss or **Damage** to **Insured Property** on that Contract site shall be suspended at the end of the ninetieth day unless specifically agreed by the **Insurers** and stated in this Policy.

16. Cancellation

Insured's Right of Cancellation

- a) during the cooling off period

If **You** are an individual or a sole trader or a partnership in England and Wales **You** have the right to cancel Your Policy during a period of 14 days either from:

- i) the day of purchase of the contract; or
- ii) the day on which **You** receive Your Policy documentation whichever is the later.

You will be entitled to a full refund of the premium paid, unless a claim has been made or an incident has arisen which may give rise to a claim and which leads to the contract of insurance being fully completed, in which case the full annual premium will be payable to the **Insurers**.

To exercise **Your** right to cancel **Your** Policy please contact the Broker, as stated in the **Schedule**, through whom **You** arranged this Insurance.

b) outside of the cooling off period

You may cancel this Policy at any time by giving the **Insurers** written notice.

You will be entitled to a refund of the premium paid in respect of the unexpired portion of the **Period of Insurance**, after any adjustment of the premium paid as provided for by any conditions of this Policy, and subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the **Period of Insurance**.

However, no refund of premium will be allowed on Policies cancelled within six months of their expiry. A cancellation charge of £25.00 may be chargeable.

Insurers' Right of Cancellation

- a) If the premium for this Insurance is paid by periodic instalments, whether by direct debit or otherwise, in the event of default in the payment of any instalment, for whatever reason, this Insurance shall cease from the date of non-payment, subject to the Consumer Credit Act 1974, if applicable and any amending and/or subsequent legislation.
- b) Otherwise, this Insurance may be cancelled by the **Insurers** sending 30 days' notice by recorded delivery letter to the last known address of the **Insured** stating the reason for cancellation. Where this Condition is exercised, the **Insured** shall become entitled to a return of premium in respect of the unexpired portion of the **Period of Insurance**, after any adjustment of the premium paid as provided for by any conditions of this Policy, and subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the **Period of Insurance**.

A cancellation charge of £25.00 may be chargeable.

17. Contracts (Rights of Third Parties) Act 1999

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

18. Declarations/Adjustments of Premium

If any part of the **Premium** is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information and shall at any time allow the **Insurers** to inspect such record. Within 60 days **You** shall after the expiry of each **Period of Insurance** furnish the relevant information, including but not limited to wage roll and turnover, as the **Insurers** may require. The **Premium** then be adjusted and the difference paid by or allowed to **You**, subject to any Minimum Premium required within 30 days of receipt of the **Insurers'** adjusted premium calculations. The **Insurers** reserve the right to request **You** to supply an auditor's certificate at testing to the accuracy of any information furnished to the **Insurers**.

19. Choice of Law

Unless otherwise agreed by the **Insurers** and **You**, this Policy shall be subject to and construed solely in accordance with the Law of England and Wales.

20. Insurable Interest

The insurable interest in the Insurance by this Policy shall not be transferred without the written consent of the **Insurers**.

21. Jurisdiction

The **Insurers** and **You** agree that all disputes arising out of or in connection with this Policy, including but not limited to any disputes relating to the formation, validity and interpretation and application of the terms, conditions, limits and exclusions of this Policy, shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The **Premium** for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Claims Conditions

1. Claim Procedure (Insured's duties)

It is a condition precedent to liability that if any incident occurs which may give rise to a claim under this Policy **You** shall:

- a) give immediate notice to:
 - i) the Police Authority in respect of any theft, attempted theft, riot, malicious damage, accidental loss or Act of **Terrorism** (if and to the extent that **Terrorism** is insured by this Policy);
 - ii) the **Insurers** via the broker or intermediary as stated in the **Schedule**; and
- b) within:
 - i) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - ii) 30 days of the **Occurrence** of any other event;

supply at its own expense full details of the claim in writing together with any supporting information, receipts and proofs which the **Insurers** may reasonably require and no claim shall be paid until **You** have complied with this paragraph.

You shall at all times in addition to **Your** obligations set out above afford such information to and co-operation with the **Insurers** or their appointed agents to allow the **Insurers** to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Lord Chief Justice.

2. Claims Procedure (Insurer's rights)

The **Insurers** shall be entitled (either before or after any payment under this Policy) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on **Your** behalf. **You** shall not admit liability or make any offer or promise of payment without the prior written consent of the **Insurers**.

You shall keep adequate Business records and shall give such information and assistance as the **Insurers** may reasonably require to substantiate a claim or deal with a third party claim.

If any incident occurs which might result in a claim within ordinary office hours (9am to 5pm), **You** must immediately contact **Us** via **Your** insurance broker who will be able to advise **You**.

There is also a dedicated emergency out of office hours notification of loss phone line: 0345 450 7303 or alternatively please email: thistleinsuranceclaims@broadspiretpa.co.uk

3. Claims Co-operation

You will provide all help and assistance and co-operation required by the **Insurers** in connection with any claim.

General Extensions

1. Debris Removal

this Section includes costs and expenses necessarily and reasonably incurred by **You** with the prior consent of the **Insurers** in respect of **Debris Removal**. The **Insurers** shall not be liable for any claim in excess of 10% of the Limit of Liability in respect of Item 1 of this Section.

2. Defects Liability Period

notwithstanding the provisions of Exclusion 8 the **Insurers** will indemnify **You**:

- a) for loss of or **Damage** to any permanent works comprising the **Contracts Works** occurring during any maintenance or defects liability period not exceeding 12 months duration but only in respect of loss or **Damage** for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance or defects liability period;
- b) for loss of or **Damage** to the **Contracts Works** or **Contractors' Plant** occurring during such maintenance or defects liability period and arising from or in connection with work actually undertaken by **You** during such maintenance or defects liability period, solely in connection with **Your** contractual obligations to remedy a defect or complete any snagging list.

3. Plans

the **Contracts Works** shall be deemed to include plans, specifications and other documentation necessary for the execution of the Contract but the **Insurers'** liability under this Extension for loss of or **Damage** to such plans, specifications and documentation shall be limited to the cost of reproducing such plans, specifications and documentation and shall not exceed £50,000 any one **Occurrence**.

4. Professional Fees

this Section includes **Professional Fees** necessarily and reasonably incurred with the **Insurers'** consent in the reinstatement of the **Damage**.

Provided that:

- a) such **Professional Fees** shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the **Damage**;
- b) the **Insurers** shall not provide indemnity against any fees incurred in preparing or pursuing any claim.

5. European Union and Public Authorities

the **Insurers** will indemnify **You** for such additional costs of reinstatement of the lost, destroyed or **Damaged Contracts Works** as may be incurred with the **Insurers'** consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority first imposed upon **You** following **Damage**, provided that the reinstatement is completed within 12 months of the **Occurrence** of the **Damage** or within such further time as the **Insurers** may in writing allow.

Provided that the **Insurers** shall not be liable in respect of costs for:

- a) requirements relating to any undamaged part of the **Contracts Works** other than foundations (unless foundations are specifically excluded from this Insurance);
- b) any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to above.
- c) the liability of the **Insurers** shall not exceed 10% of the **Contract's Value**.

6. Expediting Expenses

in the event of loss of or **Damage** to the **Contracts Works** or **Contractors' Plant**, the cost of repair, reinstatement or replacement admitted under this Section shall, subject to the consent of the **Insurers**, include the additional costs of overtime, weekend shift working, plant hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such loss or **Damage** (but excluding any such costs solely to expedite the completion of any construction, erection or installation of **Insured Property** not damaged) provided that the liability of the **Insurers** shall not exceed 25% of the Limit of Liability in respect of Item 1 of this Section.

7. Immobilised Plant

the indemnity provided for **Contractors' Plant** shall include the cost of recovery or withdrawal of any **Contractors' Plant** which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

The Limit of Liability under this Extension shall not exceed the lesser of:

- i) the market value of the item at the time of the immobilisation or
- ii) £25,000.

8. Additional Interest

this Policy duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the **Contracts Works** or **Contractors' Plant** covered by this Section including plant owners to the extent required by hire conditions.

9. Testing and Commissioning

the indemnity will not apply to **Damage** caused by or arising out of electrical or mechanical **Testing** of any machinery or plant comprising the **Contracts Works** except during a period not exceeding 45 (not necessarily consecutive) days from the commencement of such **Testing**.

10. Subrogation Waiver

where **You** are awarded a Contract under the Joint Contracts Tribunal Standard Form of Building Contract 1998 (or the equivalent thereof) the understated agreement applies to the **Contracts Works** and to the extent required by the Contract. In respect of loss of or **Damage** to the **Contracts Works** by any of the Specified Perils defined in the above mentioned Standard Form of Building Contract it is agreed that so far as is required by a sub-contract the **Insurers** will not pursue any right of subrogation against subcontractors directly engaged by **You**.

11. Continuing Hire Charges/Negligent Breakdown

this Policy is extended to indemnify **You** in respect of **Your** legal liability for the payment of hiring charges in respect of **Hired in Plant** whilst such **Hired in Plant** is out of use following loss or **Damage** for which an indemnity is provided by this Section.

When **Hired in Plant** is hired in by **You** under the Model Conditions for Hiring of Plant of the Construction Plant Hire Association this Section is extended to indemnify **You** against legal liability under clause 9 (d) of such conditions.

The indemnity provided by this Extension will also apply to liability for loss of or **Damage** to and/or breakdown of **Hired in Plant** hired in by **You** under conditions other than the Model Conditions for Hiring of Plant of the Construction Plant Hire Association to the extent that **You** would have been legally liable for such loss, **Damage** and/or breakdown had the hire been subject to their conditions.

Provided that the **Insurers** will not be liable under this Extension for:

- a) liability for sums in excess of £25,000 in respect of any one item of plant during any one hiring period.

12. Speculative Housing and Show Properties

in the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of **Substantial Completion** or until the expiry of the **Period of Insurance** whichever shall occur first.

13. Fire Brigade Charges

the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or **Damage** for which the **Insurers** have admitted liability.

Provided that the liability of the **Insurers** shall not exceed £10,000

14. Offsite Storage

loss of or **Damage** to **Contracts Works** while in store at any location in the **Territorial Limits** other than the **Contract** site for a period not exceeding six months.

Provided that

- a) the **Contracts Works** are ready for delivery to the Contract site
- b) allocation to an insured Contract can be proved
- c) the value of the **Contracts Works** in store at any one location shall not exceed the lesser of
 - i) 25% of the **Contracts Value**; or
 - ii) £250,000
 unless the prior consent of the **Insurers** has been obtained.

15. Joint Names or Multiple Insureds

indemnity to any party that is required under the terms of the Contract to be a joint named insured to this Policy.

If there is more than one insured party each operating as a separate and distinct entity then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that

- a) the total liability of the **Insurers** to all of **Your** parties collectively shall not exceed the Limit of Liability.
- b) any payment or payments by the **Insurers** to any one or more insured party shall reduce to the extent of that payment the **Insurers** liability to all parties arising from any one event giving rise to a claim under this Policy.
- c) **Your** parties shall at all times preserve any available contractual rights agreements and remedies in the event of loss or **Damage**.
- d) the Contract is performed in Great Britain Northern Ireland the Isle of Man or the Channel Islands.

It is however agreed that

- a) a vitiating act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a vitiating act.
- b) the **Insurers** agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation arise from a vitiating act.
- c) any lenders to the project shall not be entitled to any indemnity under this Policy for loss or **Damage** in respect of which the **Insurers** are by reason of a vitiating act no longer liable to indemnify any one or more other insured party.

16. Breakdown or Explosion

Damage to new and unused machinery forming part of the **Contracts Works** caused by electrical or mechanical breakdown or explosion.

This Extension shall continue for a period of

- a) seven days from the commencement of **Testing** of an individual item; and
- b) one calendar month from the commencement of **Commissioning**.

17. Payments on Account

payment as agreed between **You** and the **Insurers** in advance of final settlement of a claim under this Policy where the **Insurers** have admitted liability.

18. Avoidance of Impending Damage

the cost incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending loss or **Damage** which would have resulted in a claim under this Policy.

Provided that

- a) the impending loss or **Damage** did not arise from any defect in the **Insured Property**
- b) the impending loss or **Damage** did not arise from a reasonably foreseeable cause
- c) the loss or **Damage** would have been the natural outcome to be expected in the absence of the measures taken
- d) the **Insurers** are satisfied that loss or **Damage** which would have been insured under this Policy has been avoided or reduced in consequence of the measures taken
- e) the liability of the **Insurers** shall not exceed the cost which would have been incurred had the measures not been taken and loss or **Damage** insured by this Policy had occurred.

19. Additional Cost (Supplementary Expenses)

necessary and reasonable cost incurred by **You** following loss or **Damage** insured by by items 2a and 3a of this Policy in electing a temporary repair or expediting a permanent repair.

Provided that

- a) the agreement of the **Insurers** has been obtained
- b) the liability of the **Insurers** shall not exceed £10,000.

Contractors Plant Extensions

The following extensions apply to item 2a only.

1. Damage to Security Devices

the cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the **Insured Property** following loss or **Damage** due to theft or attempted theft for which the **Insurers** have admitted liability.

Provided that

- a) the liability of the **Insurers** shall not exceed £1,000
- b) no **Excess** shall apply to this Extension.

2. Loss of Keys

the cost incurred in replacing the lock cylinder of any security device permanently fitted to any **Insured Property** following loss of or **Damage** to the keys operating the security device.

Provided that

- a) The liability of the **Insurers** shall not exceed £1,000
- b) no **Excess** shall apply to this Extension.

3. Repair Cost Investigation

the cost incurred in repair investigations and tests by consulting engineers following loss of or **Damage** to **Insured Property** for which the **Insurers** have admitted liability.

Provided that

- a) the prior written agreement of the **Insurers** has been obtained
- b) the liability of the **Insurers** does not exceed £25,000 during any one **Period of Insurance**
- c) the **Insurers** shall not be liable under this Extension for any cost incurred in preparing a claim under this Policy.

General Exclusions

The **Insurers** shall not be liable for:

1. Electronic Date Recognition

Damage or consequential loss or legal liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer **Software**, whether the property of **You** or not:

- a) correctly to recognise any date as its true calendar date;
- b) to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer **Software**, being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;

but this shall not exclude subsequent **Damage** to **Your** property or consequential loss resulting therefrom not otherwise excluded under this Policy, which itself results from a **Defined Peril**.

For the purposes of this General Exclusion the words **Defined Peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any apparatus or pipe, impact by any road vehicle or animal and theft.

2. Electronic Data

Any loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Virus of Similar Mechanism** or hacking or Denial of Service Attack) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless any such loss or **Damage** results from a **Defined Peril** and is not otherwise excluded.

3. Law and Jurisdiction

Judgements, awards, settlements or orders of courts outside the **Territorial Limits** or to orders seeking to enforce such judgements, awards, settlements or orders, or to any liability arising under the law of any place outside the **Territorial Limits**.

4. Marine

Loss or destruction of or **Damage to Property** which at the time of the happening of the loss, destruction or **Damage** is insured by, or would but for the existence of this Policy be insured by, any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this Insurance not been effected.

5. More Specific Insurance

Loss or destruction of or **Damage** to any property more specifically insured by or on **Your** behalf.

6. Northern Ireland

Loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- a) civil commotion;
- b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.

In any action, suit or other proceedings where the **Insurers** allege that by reason of this Exclusion any loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is not covered by this Insurance (or is covered only up to a Limit of Liability as stated in the **Schedule**) the burden of proving such loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is covered (or is covered beyond that Limit of Liability) shall be upon **You**.

7. Radioactive Contamination, War, Sonic Boom and Confiscation

Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever 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 or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) war, invasion, acts of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not;
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- f) confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

8. Pollution or Contamination

Loss or destruction of or **Damage** or any consequential loss resulting from **Pollution or Contamination** but this shall not exclude **Damage** caused by:

- a) **Pollution or Contamination** which itself results from a **Defined Peril**;
- b) a **Defined Peril** which itself results from **Pollution or Contamination**;

unless resulting from an excepted cause or otherwise excluded.

9. Terrorism

- a) Loss, **Damage, Injury**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- b) Loss, **Damage, Injury**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of **Terrorism**
- c) Any loss whatsoever or any expenditure resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - ii) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - iii) chemical and/or biological and/or radiological irritants, contaminants or pollutants;
- d) Loss, **Damage, Injury**, cost or expense directly or indirectly arising out of:
 - i) any business interruption losses resulting from customers or suppliers extensions or denial of access due to any Act of **Terrorism**;
 - ii) loss, **Damage**, cost or expenses directly or indirectly arising out of any service interruption due to any Act of **Terrorism**.

If the **Insurers** allege that by reason of this Exclusion any loss, **Damage, Injury**, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon **You**.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Contract Works and Plant

The Cover

The **Insurers** will indemnify **You** and any **Additional Insured** as stated in the **Schedule** against physical loss of, destruction of or **Damage** to the undernoted property arising from any accidental cause not otherwise being excluded, occurring during the Period of Insurance, subject always to the **Excess(es)** and the limits, terms, conditions and exclusions of this Section and the Policy:

1. the **Contracts Works**;
- 2a **Contractors' Plant**
- 2b **Temporary Buildings**
- 2c **Employee Effects**
- 3a **Hired in Plant**
- 3b Continuing Hire Charges / Negligent Breakdown

The indemnity provided shall only apply to losses occurring within the **Territorial Limits** including whilst in **Transit** therein.

Limit(s) of Liability

1. in respect of the **Contracts Works**

The liability of the **Insurers** shall not exceed the lesser of

- a) the **Contracts Value** plus the cost of any additions amendments or variations including the value of **Free Issue Materials**; or
- b) the Limit of Liability shown in the **Schedule** and in addition;
- c) any amounts shown in the Extensions

in respect of any one accident or series of accidents arising from one **Occurrence** of loss or **Damage**.

The amount under (b) above may be increased by not more than 25% should the **Contracts Value** plus the cost of any additions amendments or variations including the value of any Free Issue Materials exceed the **Limit of Liability** shown in the **Schedule**.

2. in respect of **Contractor Plant** and **Temporary Buildings**

The liability of the **Insurers** shall not exceed

- a) the Limit of Liability shown in the **Schedule**.

Provided that the liability of the **Insurers** for any individual item of **Insured Property** shall not exceed the market value of the item at the time of the loss or **Damage**.

and in addition

- b) any amounts shown in the Extensions.

3. in respect of **Employees Effects**

The liability of the **Insurers** shall not exceed

- a) the Limit of Liability shown in the **Schedule**

Provided that the liability of the **Insurers** for any individual **Employee** shall not exceed £1,000 in respect of any one accident or series of accidents arising from one **Occurrence** of loss or **Damage**.

4. in respect of **Hired in Plant**

The liability of the **Insurers** shall not exceed

- a) the Limit of Liability shown in the **Schedule**

and in addition

- b) any amounts shown in the Extensions

in respect of any one accident or series of accidents arising from one **Occurrence** of loss or **Damage**.

In addition the **Insurers** will pay all legal expenses for which **You** may be liable where legal proceedings have been defended with the written consent of the **Insurers**.

Provided that the liability of the **Insurers** under Section 3 for

- a) loss or **Damage** and continuing hire charges in respect of any **Hired in Plant** which is more than one year old shall be no more than the liability which would be incurred under the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association.
- b) loss of or **Damage** to **Hired in Plant** while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the **Hired in Plant** has been hired by **You** unless otherwise agreed by the **Insurers**.

The Excess

The **Insurers** shall not indemnify **You** for the amount of the **Excess** specified in the **Schedule**.

Exclusions

The **Insurers** shall not indemnify **You** in respect of:

1. Consequential Loss

- a) consequential loss, loss of use, liquidated damages, penalties for delay or non-completion;
- b) **Damage** occurring on any contract site where work has ceased for a continuous period in excess of 90 consecutive days;

2. Aircraft and Watercraft

loss of or **Damage** to:

- a) aircraft, aerospace devices or hovercraft;
- b) waterborne craft other than safety boats or other craft up to 4 metres in length on or about the contract site;

3. Vehicles

loss of or **Damage** to mechanically propelled vehicles, including trailers attached thereto, other than:

- a) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a Contract site); or
- b) vehicles not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation;

4. Tyres

Damage to any tyres by punctures, cuts or bursts;

5. Defective Design

loss of or **Damage** to or the cost necessary to replace, repair or rectify:

- a) **Insured Property** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **Insured Property** or any part thereof;
- b) **Insured Property** lost or **Damaged** to enable the replacement, repair or rectification of **Insured Property** excluded by 5a above.

Exclusion 5a above shall not apply to other **Insured Property** which is free of the defective condition but is **Damaged** in consequence thereof.

For the purposes of this Section and not merely this Exclusion the **Insured Property** shall not be regarded as lost or **Damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **Insured Property** or any part thereof;

6. Breakdown, Wear and Tear

the cost of making good:

- a) mechanical or electrical breakdown or derangement;
- b) wear, tear, rust or other gradual deterioration;
but this Exclusion shall be limited to the parts immediately affected and shall not apply to **Damage** arising in consequence thereof;

7. Stock in Trade and Money

- a) loss of or **Damage** to **Stock in Trade** whilst at any Premises owned, leased or rented by **You** unless specifically designated for use in the **Contracts Works**;
- b) loss of or **Damage** to deeds, bonds and/or **Money** of whatsoever nature or other securities for **Money**;

8. Taken into Use

loss of or **Damage** to the **Contracts Works** after being taken into use by any Principal with **Your** consent or any **Employee** of **Your's** other than:

- a) during **Testing** and **Commissioning** when applicable;
- b) during the period of 14 days from the date of hand over or the date of certified completion where so required by the terms of the **Contract**.

Where **You** have engaged sub-contractors the reference in 8b to a Certificate of Completion does not include any Certificate of Completion issued in respect of sub-contract works for the purpose of transferring responsibility for such works to **You**;

9. Shortages

any loss of **Insured Property** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an **Occurrence**;

10. Existing Structures

loss of or **Damage** to any property forming or which has formed part of any structure (including contents thereof) existing at the time of the commencement of the **Contracts Works**;

11. Relieved of Responsibility

Damage for which **You** are relieved of responsibility under the terms of any Contract;

12. Nuclear Material/Decommissioning

loss of or **Damage** to:

- a) nuclear material;
- b) any works including decommissioning in or of any building, plant, equipment or other property which has been used or is designated to be used for the production or use of nuclear material without the prior agreement of the **Insurers**;

13. Transit

loss of or **Damage to Property** in **Transit**:

- a) by sea other than by recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle is involved;
- b) caused by theft or any attempt thereat arising whilst any vehicle, belonging to or under **Your** control and containing the **Insured Property**, is left unattended unless:
 - i) all doors have been securely locked, all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed;
 - ii) after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

14. Overloading or Abnormal Conditions

Damage to any item of **Hired in Plant**

- a) caused by or arising from the imposition of abnormal conditions deliberate overloading or overload **Testing** other than overload **Testing** in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions
- b) during overload **Testing** in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

15. Excluded Parts and Components

loss of or **Damage** to cutting edges machine tools trailing cables flexible pipes driving belts and chains or conveyor bands unless accompanied by the loss of or **Damage** to the complete item.

16. Materials Processed or Foreign Bodies

loss or **Damage** caused by materials processed or treated by the **Insured Property** or foreign bodies entering the **Insured Property** with the materials.

17. Scratching

the scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not **Damage** insured by this Policy resulting from such **Occurrence** unless otherwise excluded.

Conditions

1. Insured Contracts

This insurance applies to loss or **Damage** occurring during the **Period of Insurance** to **Contracts** that are current at the start of the **Period of Insurance** or are commenced during the **Period of Insurance**. The liability of the **Insurers** shall cease

- a) at the end of the **Period of Insurance** if the insurance is not renewed; or
- b) on cancellation of the insurance whichever is earlier.

2. 72 Hours Clause

It is hereby agreed that **Damage** caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one **Period of Insurance** shall constitute one **Occurrence** for the purposes of this Section. The **Excess** shall apply separately to each selected period as follows:

You shall select the time from which any such period shall commence but no 2 such selected periods shall overlap.

3. Joint Code of Practice

You undertake to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or a subsequent edition or version (referred to as The Joint Code).

The **Insurers** shall have the right at all reasonable times to enter and inspect the Contract site for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code the **Insurers** will inform the site management of the **Contractor** specifying the nature of the breach the remedial measures required by the **Insurers** and the period within which these must be completed.

Where the **Insurers** consider a breach is of sufficient importance written notice shall be sent to the Employer and the Contractor at their respective addresses by registered post recorded postal delivery facsimile transmission or by hand.

The notice may suspend or cancel cover 30 days from the date of the notice.

It being understood that following suspension cover shall be reinstated when the **Insurers** are satisfied that remedial measures have been completed.

In the event of cancellation the **Insurers** agree to return to **You** a pro-rata proportion of the relevant part of the Policy **Premium**.

4. Series Loss

If the development or discovery of a defect in any part of the **Contracts Works** shall indicate that a similar defect exists elsewhere in the **Contract Works You** shall immediately investigate and if necessary rectify the defects in any **Contracts Works** insured under this Policy at their own expense or alternatively bear the cost of all loss or **Damage** arising out of the defect.

Complaints Procedure

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact the Insurance Broker who arranged this insurance. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Thistle Underwriting at the address shown below. Please ensure that **You** provide details of **Your Insurance Policy** and in particular **Your Insurance Policy** number to help **Us** deal with **Your** complaint efficiently and promptly.

Thistle Underwriting
St. David's Court
Union Street
Wolverhampton,
WV1 3JE

T: 01902 714 000
E: complaintsofficer@thistleinsurance.co.uk

If **You** remain dissatisfied following receipt of the final response **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square
London
E14 9SR
T: 0800 023 4567
W: www.financial-ombudsman.org.uk

If **You** have a complaint about any insurance policy purchased online the European Union has launched the European Online Dispute Resolution platform (ODR). If a dispute arises the website helps **You** to escalate **Your** complaint to a local dispute resolution service to solve the problem.

Use of the service is free and the process is handled totally online. To access the ODR platform please use the following address <http://ec.europa.eu/odr>

Please note that not all Businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information. The **Insurer** and Thistle Underwriting are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to receive compensation if **We** or the **Insurer** cannot meet Our financial obligations. Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)
10th Floor
Beaufort House
15 St Botolph Street
London,
EC3A 7QU
T: 0207 741 4100 or 0800 678 1100
W: www.fscs.org.uk

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.