

Touchstone Roofers and Scaffolders Policy

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

	Page
Contact details for claims and help	2
Complaints Procedure	3
Important Information	4
Contract of Insurance	5
Policy Definitions	7
Policy Conditions	38
Policy Exceptions	42
Inside the front cover you will find your:	
Certificate of Employers' Liability Insurance (If applicable)	
Policy Schedule	

Contact details for claims and help

Telephone Call Recording

As an Aviva customer, you can access additional services to help you keep your business running smoothly. Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Claims Service

0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Legal and Tax Helpline

0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Commercial Legal Protection

0345 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Risk Solutions Helpline

0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline

0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website

www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St. Botolph Street
London
EC3A 7QU.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Recognising You

Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

As a customer of our Construction product, you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

Additional Covers

If you have selected any of the covers listed below, your insurance cover is automatically increased as specified.

Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

Some of the advice available is particularly relevant to the construction industry, particularly working at height and CDM.

You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>

Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including assistance producing energy performance certificates, which have been a legal requirement for newly constructed commercial buildings since 2008.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

Short courses - ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

Accredited training - ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

We offer the NEBOSH National Certificate in Construction Safety and Health and are an Accredited Site Safety Plus Provider, meaning we offer tailored safety training for the construction industry.

In-company training - our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

eTraining - Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including working at height.

Consultancy - If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0345 366 66 66 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

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

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but 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 within, between or amongst networks.

Employee	<p>Any person who is</p> <ol style="list-style-type: none"> (1) under a contract of service or apprenticeship with You (2) borrowed by or hired to You (3) a labour master or supplied by a labour master (4) employed by labour only sub-contractors (5) self-employed (6) under a work experience or training scheme (7) a voluntary helper <p>while working under Your control in connection with The Business</p> <ol style="list-style-type: none"> (8) an outworker or homeworker when engaged in work on Your behalf.
Excess/Excesses	<p>The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.</p> <p>The amount(s) to be deducted after the application of any Average condition.</p> <p>You will repay any such amount paid by Us.</p>
Failure	<p>Any partial or complete reduction in the</p> <ol style="list-style-type: none"> (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, <p>of any</p> <ol style="list-style-type: none"> (a) Computer and Electronic Equipment, (b) electronic means of communication, (c) website.
Loss of Data	<p>Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.</p>
Money	<p>Current</p> <ol style="list-style-type: none"> (1) coin, bank and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
Period of Insurance	<p>From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.</p>
The Business	<p>Activities directly connected with the business specified in The Schedule.</p>
The Premises	<p>The premises specified in The Schedule.</p>
The Schedule	<p>The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.</p>

Unattended Vehicle	Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.
Unoccupied	Any building or portion of a building that is <ul style="list-style-type: none"> (1) not physically occupied by You or Your Employees during Your normal working hours, and/or (2) not used for the purposes of The Business, and/or (3) empty, vacant, disused, untenanted or unfurnished, and/or (4) awaiting refurbishment, redevelopment, renovation or demolition, for a period in excess of 45 consecutive days.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
We/Us/Our/Aviva	Aviva Insurance Limited.
You/Your/The Policyholder	The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Asset Protection – Contract Works

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Contract	Any contract or agreement entered into by You to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.
Contract Site	(1) A site within the Territorial Limits at which You are carrying out work under a Contract, or (2) the site address stated in The Schedule if cover applies to a specific Contract.
Damage	Physical loss, destruction or damage.
Employees' Tools	Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than (1) motor vehicles. (2) gold or silver articles. (3) watches or jewellery. (4) Money.
Estimated Original Contract Price	The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.
Existing Structures	Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.
Free Issue Materials	Materials for incorporation into the Contract (1) issued free to You by or on behalf of Your Employer and (2) for which You are responsible under the conditions of the Contract the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.
Hired in Plant	Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.
Maintenance Period	The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.
Maximum Contract Price	The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.
Practical Completion	Works which are (1) completed, or (2) complete except for the prospective buyer's or tenant's choice of decorations or final fitments.
Property Insured	Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
Works	(1) Temporary or permanent works completed or to be completed as part of any Contract and/or (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.
Your Plant	Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover	<p>We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.</p> <p>The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is</p>
(1) Works	<p>(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.</p> <p>We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.</p>
(2) Your Plant	The Sum Insured stated in The Schedule at the time of Damage.
(3) Hired in Plant	The Sum Insured stated in The Schedule at the time of Damage.
(4) Employees' Tools	<p>The Sum Insured stated in The Schedule at the time of Damage.</p> <p>The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.</p>
Clauses	<i>The following clauses apply to this Section.</i>
Additional Interests	<p>We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any</p> <ol style="list-style-type: none"> (1) employer, or (2) contractor.
Automatic Reinstatement	<p>The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.</p> <p>You must pay any additional premium required by Us to reinstate the Sums Insured.</p>
Consecutive Damage	<p>Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by</p> <ol style="list-style-type: none"> (1) earthquake (2) storm, flood or other water damage (3) subsidence or collapse <p>will be considered for the purpose of applying any Excess as one occurrence of Damage.</p>
Continuing Hire Charges	We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.
Damage to Security Devices	If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.
Debris Removal	<p>We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for</p> <ol style="list-style-type: none"> (1) removing debris (2) dismantling or demolishing (3) shoring up or propping (4) clearing or repairing drains or service mains <p>following Damage to Property Insured.</p> <p>The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.</p> <p>We will not indemnify You in respect of costs and expenses</p> <ol style="list-style-type: none"> (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it. (2) arising from pollution or contamination of property not insured under this Section. (3) more specifically insured.

Dwellings	<p>All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.</p> <p>The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.</p>
European Union and Public Authorities	<p>Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any</p> <ol style="list-style-type: none"> (1) European Union Legislation. (2) Act of Parliament. (3) Bye laws of any public authority. <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> (1) costs incurred <ol style="list-style-type: none"> (a) in respect of Damage not insured by this Section. (b) where notice was served on You before the Damage occurred. (c) where an existing requirement must be completed within a stipulated period. (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage. (2) any charge or assessment arising from capital appreciation following compliance with this legislation. <p>The reinstatement, repair or replacement</p> <ol style="list-style-type: none"> (a) must begin and be carried out as quickly as possible. (b) may be carried out on another site if necessary provided this does not increase Our liability. <p>If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.</p> <p>The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.</p>
Expediting Expenses	<p>We will indemnify You in respect of the reasonable costs and expenses that You incur for</p> <ol style="list-style-type: none"> (1) overtime (2) night work (3) work on public holidays (4) special delivery <p>to reinstate or repair Property Insured following Damage.</p> <p>The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.</p>
Free Issue Materials	<p>The Works will include any Free Issue Materials provided You include their value in</p> <ol style="list-style-type: none"> (1) the contract price of any Contract (2) the declaration required by the Adjustment of Premium Condition of this Section.
Immobilised Plant	<p>We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.</p> <p>We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.</p>
Incidental Hiring of Plant	<p>We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.</p> <p>The maximum that We will pay in respect of any one loss is £25,000.</p>
Indemnity to Sub-Contractors	<p>We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.</p>
Locating and Tracking Devices	<p>We will not apply an Excess in respect of theft of a vehicle which is</p> <ol style="list-style-type: none"> (1) insured under Your Plant or Hired in Plant and (2) fitted with an activated operational locating/tracking device of a type approved by Us.

Loss of Keys	<p>If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.</p> <p>The maximum that We will pay in respect of any one loss is £500.</p> <p>We will not indemnify You in respect of the first £50 of each claim.</p>
Off-Site Storage	<p>The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.</p> <p>The maximum that We will pay in respect of any one loss is either</p> <ol style="list-style-type: none"> (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions <ul style="list-style-type: none"> or (2) where materials have not been included in an interim certificate under any standard printed contract conditions <ol style="list-style-type: none"> (a) £50,000, <ul style="list-style-type: none"> or (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building, <ul style="list-style-type: none"> or (c) 15% of the Estimated Original Contract Price <p>whichever is the lower.</p>
Professional Fees	<p>We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.</p> <p>We will not indemnify You in respect of fees</p> <ol style="list-style-type: none"> (1) more specifically insured. (2) incurred in preparing a claim.
Redrawing Plans or Documents	<p>We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.</p> <p>The maximum that We will pay in respect of any one loss is £25,000.</p>
Show Properties	<p>We will indemnify You in respect of Damage to show properties including their contents.</p> <p>The maximum that We will pay in respect of the contents of any one show property is £35,000.</p>
Speculative Building	<p>We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.</p> <p>This indemnity will cease on</p> <ol style="list-style-type: none"> (1) the date You sell, lease or rent the property, <ul style="list-style-type: none"> or (2) 180 days from Practical Completion <p>whichever is the earlier.</p>
Taken Into Use	<p>We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.</p> <p>This indemnity will cease when</p> <ol style="list-style-type: none"> (1) a certificate of completion has been issued, <ul style="list-style-type: none"> or (2) the permanent Works have been completed and handed over to Your employer.
Exceptions	<p><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></p> <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> (1) Damage to any part of the permanent Works <ol style="list-style-type: none"> (a) for which a certificate of completion has been issued, <ul style="list-style-type: none"> or (b) which has been completed and handed over to Your employer, <ul style="list-style-type: none"> or (c) taken into use <p>unless the Damage occurs</p> <ol style="list-style-type: none"> (i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or

Exceptions

(continued)

- (ii) while You are carrying out Your obligations under the Maintenance Period, or
 - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.
 - (2) Damage as a result of
 - (a) gradual deterioration or wear and tear.
 - (b) rust or mildew.
 - (3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
 - (4) Damage to
 - (a) Existing Structures.
 - (b) Money.
 - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
 - (d) any aircraft or waterborne vessel.
 - (e) property for which You are relieved of responsibility by the conditions of the Contract.
 - (5) Damage
 - (a) by disappearance or shortage discovered only when an inventory is taken.
 - (b) which is not traceable to an event.
 - (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
 - (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
 - (8) consequential loss or damage of any kind.
 - (9) the cost of normal upkeep or making good.
 - (10) Damage to and the cost necessary to reinstate or repair
 - (a) Property Insured which is in a defective condition due to a defect in
 - (i) design, plan or specification
 - (ii) materials
 - (iii) workmanshipof or of any part of that Property Insured.
 - (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.
 - (11) the Excess/Excesses.
 - (12) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Terrorism shall mean

 - (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
-

Exceptions

(continued)

- (ii) in respect of Damage occurring in any Territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (13) the theft of unfixed non-ferrous metals of any description unless at the time of theft
 - (a) an authorised Employee or agent of The Policyholder is actually on site, or
 - (b) such property is contained in a securely locked container or building.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Adjustment of Premium

If the premium is based on estimates You have supplied You must

- (1) keep accurate records (which We may require to examine) of all relevant information.
- (2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to You.

Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 30 days of the suspension or stoppage.

We may at Our option

- (i) modify Your premium
- (ii) amend the terms and conditions of this Section
- (iii) require You to make alterations to the Contract Site and/or the Works
- (iv) exercise Our right to cancel Your policy under Policy Condition **(3) Cancellation**.

If, in the event of any claim for Damage, You have failed to advise Us that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, We may at Our option, avoid the claim.

Diminution of Damage

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

Asset and Revenue Protection – Terrorism

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

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. This 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 or amongst networks.

Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

Nuclear Installation

Any installation which is prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for

- (1) the production or use of atomic energy,
- (2) 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 radiations, or
- (3) 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 course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether fixed 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.

Private Individual

Any person other than a

- (1) company, association or partnership
- (2) trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) person who owns Residential Property for the purpose of a business as a sole trader
- (4) person who owns Residential Property of which in excess of 20% is commercially occupied.

Where

- (a) (i) the Residential Property is occupied by a trustee or a sole trader as a private residence and
(ii) the property is not a block of flats
each will be deemed to be a Private Individual in respect of that same property.
- (b) two or more persons have arranged insurance on Residential Property in
 - (i) their several names
and/or
 - (ii) the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured
such persons will be deemed to be a Private Individual in respect of that property.

Residential Property	<p>(1) Private dwelling houses and flats.</p> <p>(2) Household goods and personal effects.</p>
Treasury	The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.
Virus or Similar Mechanism	<p>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.</p> <p>This includes, but is not limited to, trojan horses, worms and logic bombs.</p>
Cover	<p>We will indemnify You in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), subject to the definitions, exceptions and conditions herein.</p> <p>The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy where the Head of Cover is otherwise insured.</p> <p>In any action, suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered will be upon You.</p>
Conditions	<p><i>The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i></p> <p>(1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of Cover is otherwise insured.</p> <p>If there is conflict between this Section and the rest of the policy, this Section will prevail.</p> <p>(2) We will not indemnify You unless and until</p> <p>(a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism, or</p> <p>(b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism.</p> <p>(3) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose your right to indemnity or payment for that claim</p> <p>(a) You must declare to Us all property and/or premises owned by You, or for which You are responsible, including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance</p> <p>(b) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.</p> <p>(4) We may cancel the cover provided by this Section</p> <p>(a) by sending You 30 days written notice to Your last known address</p> <p>We will refund a proportionate part of any premium paid for the unexpired period</p> <p>(b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement</p> <p>We will not refund any instalment paid.</p>

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of losses arising under any of the Heads of Cover

- (1) directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
 - (a) damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.
 - (b) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - (2) as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
 - (3) as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.
-

Legal Liabilities – Employers’ Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured’s legal representation at
 - (a) any Coroner’s Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant’s legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover	<p>We will indemnify The Insured against</p> <ol style="list-style-type: none"> (1) legal liability to pay Compensation and (2) Costs and Expenses <p>in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.</p> <p>The maximum We will pay is The Limit of Indemnity.</p>
Clauses	<p><i>The following clauses apply to this Section.</i></p>
Additional Activities	<p>The Business includes</p> <ol style="list-style-type: none"> (1) ownership, use and upkeep of Your premises. (2) upkeep of vehicles and plant which are owned and used by You. (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee. (4) Your first aid, fire, security and ambulance services. (5) Your participation in exhibitions. (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
Contractual Liability	<p>We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.</p> <p>We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories</p>
Cross Liabilities	<p>We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.</p> <p>The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007	<p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007. <p>We will not provide indemnity</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business. (2) in respect of proceedings which <ol style="list-style-type: none"> (a) result from any deliberate act or omission by You. (b) relate to any person other than an Employee. (3) in respect of any <ol style="list-style-type: none"> (a) fines. (b) remedial or publicity orders or any steps required to be taken by such orders. (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
 - (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
 - (3) where indemnity is provided by another insurance policy.
-

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

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

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
 - (2) each Employee is £250 per day.
-

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
 - (2) the judgment was obtained in a court within The Defined Territories.
 - (3) there is no appeal outstanding to the judgment.
 - (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.
-

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
 - (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
 - (3)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
-

Exceptions

(continued)

- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to
 - (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

- (5) work on or in
- (a) power stations or nuclear installations/establishments.
 - (b) oil, gas or chemical
 - (i) refineries
 - (ii) bulk storage premises
 - (iii) production premises.
 - (c) aircraft, aerospace systems or hovercraft.
 - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - (e) railways, tramways, airports, aerodromes or any airbase.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.
- In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
- (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
- and
- (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height including

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains
- (4) piling work

forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling workforming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling workonly if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Legal Liabilities – Public and Products Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

- Physical
- (1) loss.
 - (2) destruction.
 - (3) damage.

Financial Loss

A pecuniary loss suffered by any

- (1) customer of
- (2) user of any Products Supplied by

The Insured and not caused by Personal Injury or Damage to Property.

Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
 - (a) arrest, detention or imprisonment.
 - (b) eviction.
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
The Employer	The party named as the employer in the contract or agreement.
The Insured	<p>(1) You.</p> <p>(2) Your personal representatives in respect of legal liability You incur.</p> <p>(3) At Your request</p> <p>(a) any director, partner or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services</p> <p>in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</p> <p>(d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons</p> <p>in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
The Limit of Indemnity	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.</p> <p>In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.</p>
The Period of Temporary Covers	Up to 28 days from the date on which The Insured enters into the contract or starts the work, whichever is the earlier.
The Territorial Limits	Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.
The Works	<p>All works completed or to be completed by You or on Your behalf including</p> <p>(1) all materials incorporated or to be incorporated</p> <p>(2) plant, tools, equipment and temporary buildings used or to be used</p> <p>for the period during which You are responsible under contract conditions.</p>
Cover	<p>We will indemnify The Insured against</p> <p>(1) legal liability to pay Compensation</p> <p>and</p> <p>(2) Costs and Expenses</p> <p>in respect of accidental</p> <p>(a) Personal Injury</p> <p>(b) Damage to Property</p> <p>(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.</p> <p>The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.</p> <p>However, in respect of any claim brought in</p> <p>(1) the United States of America or any territory within its jurisdiction</p> <p>(2) Canada</p> <p>the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.</p>

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
 - (2) upkeep of vehicles and plant which are owned and used by You.
 - (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
 - (4) Your first aid, fire, security and ambulance services.
 - (5) Your participation in exhibitions.
 - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.
-

Building Contracts Liability and Damage

Where You are required to take out insurance to comply with

- (1) Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition or any subsequent amendment or replacement
or
- (2) the equivalent clause in other contract conditions.

We will indemnify You and the Employer in respect of any expense, liability, loss, claim or proceedings which The Employer may incur or sustain as a result of accidental injury or Damage to any Property occurring within The Territorial Limits during The Period of Temporary Cover and caused by

- (a) collapse
- (b) subsidence
- (c) heave
- (d) vibration
- (e) weakening of or removal of support
- (f) lowering of ground water

arising out of or in the course of or due to the carrying out of The Works.

The maximum amount We will pay in respect of any or all claims arising out of any one contract is £2,000,000 and this amount shall be independent of The Limit of Indemnity.

You must ensure that

- (1) You tell Us about each contract to which this indemnity is to apply no later than seven days of
 - (a) entering into the contract
or
 - (b) starting the work
whichever is the earlier.
- (2) You agree the terms and pay the premium as We require in respect of this indemnity and for the continuation of this indemnity.

We will not provide indemnity in respect of

- (1) the first £500 of each and every claim.
 - (2) any expense, liability, loss, claim or proceedings
 - (a) as a result of the negligence, omission or default of
 - (i) You, Your agents or any Employee.
 - (ii) any sub-contractor, his employees or agents.
 - (b) as a result of errors or omissions in the planning or designing of The Works.
 - (c) which could be reasonable foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.
 - (d) which is at the sole risk of The Employer under the terms of the contract.
 - (3) liability assumed by The Employer by agreement and which would not have attached in the absence of any agreement.
 - (4) Damage to Property which comprises The Works.
 - (5) Damage directly caused by pressure waves from aircraft or other aerial devices.
-

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
 - (a) The Insured.
 - (b) any other party who is carrying out work on Your behalf.
 - (2) The Works.
-

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
 - (2) in respect of proceedings which result from any deliberate act or omission by You.
 - (3) where indemnity is provided by another insurance policy.
-

Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Data Protection Act 1998

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
 - (a) the subject of personal data The Insured holds and
 - (b) who suffers damage or distress caused by
 - (i) inaccuracy of data
 - (ii) loss of the data
 - (iii) unauthorised destruction or disclosure of the data
 - (iv) unauthorised access to the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £2,000,000.

We will not provide indemnity in respect of

- (1)
 - (a) Personal Injury other than as provided by this Clause
 - (b) Damage to Property
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
 - (d) libel, slander or defamation.
 - (2) consequential losses.
-

Data Protection**Act 1998***(continued)*

- (3) liability
 - (a) as a result of You having authorised the destruction or disclosure of the data.
 - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
 - (a) for rectification or erasure of data.
 - (b) requiring that data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
 - (a) Employee if the Employers' Liability Section of this policy is not in force.
 - (b) third party if the Public and Products Liability Section of this policy is not in force.

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

**Employees' and
Visitors' Personal
Belongings**

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Financial Loss

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of Products Supplied.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £125,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
 - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
 - (b) non or late delivery of Products Supplied.
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
 - (d) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
 - (e) liability under the Data Protection Act 1998 or any subsequent amending legislation.
 - (f) any diminution in value of any Property or Products Supplied.
 - (g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
 - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - (i) the presence of
 - (ii) the release ofAsbestos including any product containing Asbestos.
 - (2) for the first £1,000 of Compensation, Costs and Expenses in respect of each and every loss.
-

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
- (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
 - (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
 - (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.
-

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
(b) not loaned, leased, hired or rented to You nor provided by You
and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Payment for Court Attendance

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

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding eight metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.

Exceptions

(continued)

- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalf other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
 - (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract).
 - (b) The Works.
 - (5) recalling or making refunds in respect of
 - (a) Products Supplied.
 - (b) The Works.
 - (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
 - (7)
 - (a) the carrying out of any work
 - (b) any Products Supplied which affects or could affect
 - (i) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (ii) the safety or operation of nuclear installations.
 - (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
 - (9)
 - (a) work in or on and travel to, from or within
 - (b) Products Supplied to any offshore
 - (i) accommodation, exploration, drilling or production rig or platform.
 - (ii) support vessel.
 - (10)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non- compensatory damages.
 - (11) work on or in
 - (a) power stations or nuclear installations/establishments.
 - (b) oil, gas or chemical
 - (i) refineries
 - (ii) bulk storage premises
 - (iii) production premises.
 - (c) aircraft, aerospace systems or hovercraft.
 - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - (e) railways, tramways, airports, aerodromes or any airbase.
 - (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
-

Exceptions

(continued)

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to
 - (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

- (14) (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- (a) Virus or Similar Attack.
- (b) Denial of Service Attack.
- (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Additional Endorsements	<i>This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.</i>
Products Supplied Restriction	<p>We will not provide indemnity in respect of Products Supplied other than</p> <ol style="list-style-type: none"> (1) the sale or supply of food and drink intended to be consumed on Your premises. (2) the supply of office requisites. (3) the disposal of furniture and office equipment previously used in the course of The Business.
North American Products Supplied Exclusion	<p>We will not provide indemnity in respect of Products Supplied which The Insured knew, know or could be expected to know would be used within the United States of America or Canada.</p>
Erection of Buildings	<p>We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height and including</p> <ol style="list-style-type: none"> (1) partial or total demolition (2) road and footpath construction (3) laying pipes and drains (4) piling work <p>forming part of the contract.</p> <p>We will not provide indemnity in respect of the use of explosives.</p>
Erection, Alteration, Maintenance or Repair of Buildings	<p>We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the</p> <ol style="list-style-type: none"> (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height including <ol style="list-style-type: none"> (a) partial or total demolition (b) road and footpath construction (c) laying pipes and drains (d) piling work forming part of the contract. (2) partial or total demolition of structures not exceeding four metres in height. <p>We will not provide indemnity in respect of the use of explosives.</p>
General Builders	<p>We will indemnify The Insured in respect of</p> <ol style="list-style-type: none"> (1) <ol style="list-style-type: none"> (a) partial or total demolition (b) road and footpath construction (c) laying pipes, drains and sewers (d) piling work only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures. (2) partial or total demolition of structures not exceeding four metres in height. <p>We will not provide indemnity in respect of</p> <ol style="list-style-type: none"> (1) water diversion or the use of explosives. (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

**Civil Engineering
Contractors including
Road and Sewer
Contractors**

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Employee Benefits – Personal Accident

Definitions

The following Definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

(1) injury caused by Accidental and/or violent means
(2) exposure occurring within 24 months from the date of the Accident by which such injury is caused.

Gross Wages

The Insured Person's wages received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's average weekly wage received in the 13 weeks immediately preceding the date of Accident (all prior to deductions).

Insured/You/Your

The insured company or organisation shown in the Schedule.

Insured Person

Any director or employee of the Insured under a contract of employment with You.
In respect of Covers 1 – 4 (or those sections which are covered) the Definition of Insured Person includes Labour Only Sub Contractors.
In respect of Cover 5 (if covered) the Definition of Insured Person excludes Labour Only Sub Contractors and only provides cover for full time permanent employees who are employed on a PAYE basis.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb

Shall mean in respect of
(1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
(2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)
and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred
(1) in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
(2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Operative Time of Cover

The Personal Accident Section provides cover only whilst an Insured Person is engaged in occupational duties on behalf of the Insured and whilst on a site occupied by the Insured.

Total and Permanent Disablement

Any other Total and Permanent Disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing their usual occupation

Cover

We will pay the benefits shown in The Schedule to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance and during the Operative Time which, solely, directly and independently of any other cause, results in any of the following
(1) death
(2) total and permanent Loss of Sight in one or both eyes and/or total and permanent Loss of Hearing in one or both ears
(3) Loss of one or more Limbs
(4) Total and Permanent Disablement
(5) Temporary Total Disablement which prevents the Insured Person from pursuing their normal occupation

Clauses	<i>The following clauses apply to this Section.</i>
(1) Amounts Payable	<p>We will pay</p> <ul style="list-style-type: none"> (a) the Benefits stated in The Schedule with weekly benefit being paid at four weekly intervals (b) Benefit under Cover (5) for a maximum of two years from the date that the disablement started <ul style="list-style-type: none"> but where We pay Benefit under any of Covers (1) to (4) <ul style="list-style-type: none"> (i) any weekly benefit being paid for the same injury will stop (ii) this insurance will end for the Insured Person <p>We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.</p>
(2) Disappearance	<p>If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.</p> <p>However, You will repay any Benefits if the Insured Person is found to have been alive or is found alive.</p>
(3) Medical Evidence	<ul style="list-style-type: none"> (a) We may, at Our expense, arrange for an Insured Person to undergo <ul style="list-style-type: none"> (i) a medical examination or (ii) a post mortem examination (b) You or Your legal representative will supply to Us, at Your expense, any <ul style="list-style-type: none"> (i) certificate (ii) information (iii) evidence in the format We require.
(4) Gross Wages	<p>Where Benefit is on a wages basis, the amount payable shall be the average weekly wage</p> <ul style="list-style-type: none"> (1) in the 13 week period before the date of the Accidental Bodily Injury or (2) any shorter period if the Insured Person has been employed by You for less than 13 weeks. <p>We will not include overtime, commission or bonus payments.</p>
(5) Maximum Benefits	<p>The maximum Benefit payable under</p> <p>Covers 1-4 shall be the Benefit stated in The Schedule or £150,000 whichever is the lesser Cover 5 shall be the Benefit stated in The Schedule or £1,000 per week whichever is the lesser.</p>
(6) Permanent Partial Disablement – Continental Scale	<p>The Personal Accident Section is extended to include Permanent Partial Disablement only if Cover 4 has been purchased by The Insured and as shown in the attached endorsement.</p>

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1)
 - (a) the Insured Person suffering from any disability due to a gradually operating cause
 - (b) suicide or attempted suicide
 - (c) deliberate exposure to danger (except in an attempt to save human life)
 - (d) the Insured Person's own criminal act
 - (e) the Insured Person being in a state of insanity
 - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
 - (g) pregnancy or childbirth
 - (2) an Insured Person practising for or taking part in
 - (a) mountaineering or rock climbing requiring use of ropes or guides
 - (b) pot-holing
 - (c) winter sports
 - (d) any kind of racing (except foot races)
 - (e) speed or time trials
 - (f) naval military or air force service or operations
 - (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
 - (4) any treatment for drug addiction
-

Policy Conditions

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

(1) Alteration of Risk

If

(a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury

or

(b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

(3) Cancellation

(a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.

(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us

during the current Period of Insurance.

(4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

(a) tell Us immediately of any event or occurrence which may result in a claim.

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

(c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within

(i) 30 days

or

(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the event or occurrence, or such further time that We may allow.

(4) Claims Procedure
(continued)

- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
or
- (b) the Sum Insured
or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

(8) Identification

The policy and The Schedule will be read as one contract.

**(9) Non Disclosure,
Misrepresentation
or Misdescription**

Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

**(10) Reasonable
Precautions**

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to the Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking**(a) Renewal.**

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

(i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

(ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

(b) Claims.

These adjustments will continue during the

(i) Period of Insurance**(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.**

(14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

(a) We will be under no obligation to accept an offer made in accordance with such an undertaking**(b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.**

The discount does not apply to any inspection fees charged under the Engineering Section of this policy. The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

(15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

(a) (i) providing Us with any additional information**(ii) completing any actions agreed between You and Us****(iii) allowing Us to complete any actions agreed between You and Us.****(b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.**

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

(i) modify Your premium,**(ii) amend the terms and conditions of this policy,****(iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,****(iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,****(v) leave the policy terms, conditions, and premium unaltered.**

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
 - (a) Property Damage – Specified Contingencies
 - (b) Property Damage – All Risks
 - (c) Theft
 - (d) Computer
 - (e) Electronic Equipment
 - (f) Business All Risks
 - (g) Goods in Transit
 - (h) Money and Assault
 - (i) Glass
 - (j) Engineering
 - (k) Contract Works
 - (l) Business Interruption
 - (m) Book Debts
 - (n) Loss of Licence.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Directors and Officers Liability
 - (f) Management Liability.
- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
- (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.

Exceptions

(continued)

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) directly or indirectly caused by or contributed to by or arising from the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation
or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
 - (c) directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
- (2) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Professional Indemnity
 - (d) Directors and Officers Liability
 - (e) Management Liability.
- (3) (a) Money, negotiable instruments and specie
 - (b) securities and bonds
 - (c) jewellery
 - (d) precious stones
 - (e) precious metals
 - (f) bullion
 - (g) furs
 - (h) curios and antiques
 - (i) rare books
 - (j) works of art
 - (k) goods held in trust or on commission
 - (l) documents
 - (m) manuscripts
 - (n) business books
 - (o) computer systems records
 - (p) explosives and hazardous substances
 - (q) property in transitunless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability
- (3) Public and Products Liability
- (4) Commercial Legal Protection.

Exceptions

(continued)

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
 - (a) Property Damage
 - (b) Money and Assault
 - (c) Engineering
 - (d) Computer
 - (f) Electronic Equipment.
 - (g) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Loss of Licence
 - (c) Terrorism
 - (d) Employers' Liability
 - (e) Personal Accident
 - (f) Professional Indemnity
 - (g) Directors and Officers.

Definition

The following definition only applies to this exception 'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices dropped from them, 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, impact by any road vehicle or animal, or theft.

- (i) Property Damage – Specified Contingencies
 - (ii) Property Damage – All Risks
 - (iii) Business All Risks
 - (iv) Money and Assault
 - (v) Business Interruption.
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