

TRADESMAN POLICY

The Insurers will provide insurance in the terms of this Policy

The Period of Insurance includes any subsequent period for which the Insurers may accept payment for the renewal of this Policy

The proposal and declaration and any premium payment agreement made by the Insured are the basis of and form part of this Policy

Please read this Policy to ensure it is in accordance with your requirements

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Helpline

To provide immediate telephone advice and guidance at the time when it is most needed, ECIC’s Policyholders have access to the following free 24-hour helpline service:

Legal Advice

Operated by DAS Assistance Limited, this helpline provides legal advice on any business related legal problem. Principals of a business insured with ECIC may also obtain advice on personal legal problems.

To contact the helpline please telephone:

0117 934 0598

Please quote Helpline No: HL/3993386

This helpline service is provided by the organisation specified above and does not form part of your contract of insurance with ECIC.

Customer Care

It is always our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service which has not been addressed by a member of our staff or their manager, please contact our Managing Director either:

- in writing at: ECIC Ltd, ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU, or
- by telephone: 0330 221 0250

If you are not satisfied with our investigation and conclusion of your complaint or eight weeks have passed since initially making your complaint and you are an individual consumer or small business you may refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Your right as a policyholder to take legal action remains unaffected by the existence of the complaints procedures referred to above.

General Definitions

- 1 The “Insured” means any person or any company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the Schedule
- 2 “Injury” means bodily injury and includes death illness disease wrongful arrest detention or false imprisonment
- 3 “Damage” includes loss of
- 4 “Property” means material property but in respect of Section 1 – Combined Liability only shall not include Data
- 5 “Business” for the purpose of this insurance is only as described in the Schedule but in respect of Sections 1 and 2 – Employers’ and Public Liability only it shall include the provision of catering social sports and welfare facilities for Employees fire first-aid and ambulance services maintenance of the Insured’s premises and private work undertaken with the consent of the Insured by an Employee for a director partner or Employee of the Insured
- 6 “Employee” means
 - a any person under a contract of service or apprenticeship with the Insured or
 - b other than in respect of Section 5 – Personal Accident any person supplied to or hired or borrowed by the Insuredwhile engaged in the course of the Business
- 7 “Territorial Limits” means
 - a Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - b in respect of Sections 1 & 2 – Employers’ & Public Liability only elsewhere in the world other than the United States of America or Canada in respect of
 - i any act or omission occurring within the territories specified in 7a above
 - ii Injury to or the acts or omissions of persons normally resident in the territories specified in 7a above but temporarily engaged in the Business outside such territories
 - iii Injury or Damage caused by Products
- 8 “Products” means goods (including containers and packaging) not in the custody or control of the Insured sold or supplied by the Insured in connection with the Business from any premises within the territories specified in 7a above and any error in connection with the sale supply or presentation of such goods is deemed to be included in this Definition
- 9 “Principal” means any party (other than a director partner or Employee of the Insured) on whose behalf the Insured in the course of the Business is undertaking work excluding the sale or supply of Products
- 10 “Pollution or Contamination” means all pollution or contamination of buildings or other structures or of water land or the atmosphere
- 11 “Contract Works” means the permanent and temporary works forming part of the Insured Contract including materials incorporated or to be incorporated therein all the property of the Insured or for which he is responsible but not Contract Works of a prototype or experimental nature unless the prior consent of the Insurers has been given to the insurance thereof
- 12 “Constructional Plant” means tools tackle and contractors’ plant and equipment the property of the Insured or hired to him under a hire purchase agreement taken or intended to be taken on to the Contract Site for use in connection with the Insured Contract but excluding
 - a any mechanically propelled vehicle and any trailer attached thereto other than any such vehicle not more specifically insured and which is
 - i not licensed for road use and used in circumstances which do not require insurance or security under any road traffic legislation or
 - ii designed or adapted primarily for use as a tool of trade
 - b any craft designed to travel in on or through water air or space (other than work boats safety boats and pontoons where such craft do not exceed six metres in length) or Property permanently fixed thereto

General Definitions – continued

- 13 “Free-issue Materials” means any materials incorporated or to be incorporated in the Contract Works supplied by the Principal and/or his agents and for which the Insured is responsible. The Insured shall include the total value of all such Free-issue Materials in any declaration required by the Insurers under General Condition 10 (Adjustment of Premium)
- 14 “Temporary Buildings” means site huts and other temporary accommodation and their contents all the property of the Insured or hired to him under a hire purchase agreement for use in connection with the Insured Contract
- 15 “Hired Plant” means Constructional Plant and/or Temporary Buildings hired to the Insured not under a hire purchase agreement and which are the responsibility of the Insured under the terms of his hiring agreement or otherwise
- 16 “Employees Effects” means tools and personal effects the property of any Employee or for which he is responsible not being motor vehicles gold or silver articles watches jewellery or money
- 17 “Offshore” means embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 18 “Insured Contract” means any contract for the execution of work by the Insured entered into in the course of the Business
- 19 “Contract Site” means the site of any Insured Contract
- 20 “Data” means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- 21 “Failure of a System” means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured’s business activities
- 22 “System” includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
- 23 “Microchip” means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
- 24 “Virus” means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not
- 25 “Terrorism” means any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear
- 26 “Event” means one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 27 “Railway” means any tracked railway system for the conveyance of people or goods including any amusement leisure or funicular railway
- 28 “Asbestos” means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 29 “Asbestos Dust” means fibres or particles of Asbestos
- 30 “Asbestos Containing Materials” means any material containing Asbestos or Asbestos Dust

General Conditions

- General Condition 1
Compliance with Policy
Terms** The liability of the Insurers will be conditional on the Insured complying and as appropriate any other person entitled to indemnity complying as though he were the Insured with the terms of this Policy
- General Condition 2
Change in Risk** If there is any material change in the risk insured during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Insurers and take such precautions as circumstances may require
- General Condition 3
Reasonable precautions** The Insured shall take and cause to be taken reasonable precautions
- a for the safety of the Insured Property
 - b to prevent any circumstances or to cease any activity which may give rise to liability under this Policy
- General Condition 4
Series Loss** If the development or discovery of a defect in any of the Contract Works shall indicate or suggest that a similar defect exists in other parts of the Contract Works the Insured shall forthwith investigate and if necessary rectify the defect in such other parts at this own expense or alternatively bear all loss arising out of the said defect
- General Condition 5
Claims Procedure and
Requirements**
- a The Insured shall give to the Insurers immediate written notice with full particulars of any claim or circumstances which may give rise to a claim
 - b Every letter claim writ or other document in connection with such claim or circumstances shall be sent to the Insurers immediately and unacknowledged
 - c Written notice shall also be given by the Insured to the Insurers immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy
 - d The Insured shall also upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Insurers

A Notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
 - e The Insured shall in the case of Insured Property lost stolen or wilfully damaged take all practicable steps (including the giving of immediate notice to the Police) to discover the guilty person and to trace and recover the missing Insured Property
 - f No admission of liability or promise of payment may be made without the Insurers' written consent
 - g The Insured will give all information and assistance as required
 - h The Insured shall preserve any damaged or defective Insured Property for inspection by the Insurers' official's
 - i The Insured may not abandon any Insured Property to the Insurers
- General Condition 6
Rights of Recourse** In the event of a claim the Insured shall permit the Insurers at their own discretion and expense to take all necessary steps for enforcing any rights and remedies against other parties in the name of the Insured before or after meeting the Insured's claim
- General Condition 7
Insurers' Rights
(Sections 1 & 2 Employers'
& Public Liability)** In the event of a claim under Section 1 or 2 of this Policy
- a the Insurers are entitled to take over and conduct the defence or settlement of any such claim at their discretion
 - b the Insurers may at any time pay the Limit of Liability after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

General Conditions – continued

- General Condition 8
Other Insurances** If the Damage to Insured Property or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected
This Condition (only) does not apply to Section 5 – Personal Accident Benefits 1 to 6 (inclusive)
- General Condition 9
Fraudulent Claims** If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder
- General Condition 10
Adjustment of Premium** The premium has been calculated on estimates supplied by the Insured and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Insurers for inspection
Immediately prior to the expiry of each Period of Insurance the Insured shall supply the Insurers with a true statement of the particulars necessary for assessment of the renewal premium Failure to supply such particulars shall entitle the Insurers to estimate if they so wish such particulars
- General Condition 11
Cancellation** This Policy or any Section of it may be cancelled
- a by the Insurers sending thirty days notice by recorded delivery letter to the last known address of the Insured who shall be entitled to a pro rata return of premium
 - b by the Insured who shall be entitled to a return premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force calculated if Endorsement 2 is not operative up to the date of the return of the Certificate of Employers' Liability Insurance
 - c where the Policy is issued or renewed on the basis of monthly premiums by the Insurers sending seven days notice by letter to the last known address of the Insured in the event of non-payment of any monthly premium on its due date
- General Condition 12
Contracts (Rights of Third Parties) Act 1999** A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act
This Condition (only) does not apply to Sections 1 or 2 – Employers' or Public Liability

Endorsements

THESE ENDORSEMENTS ARE OPERATIVE ONLY IF THE NUMBER SET AGAINST THEM APPEARS IN THE SCHEDULE AND ARE EACH SUBJECT OTHERWISE TO THE TERMS EXCEPTIONS AND CONDITIONS OF THIS POLICY

STR 0110 END 001 v1 - Hazardous Work Exception (EL/PL)

The Insurers shall not be liable in respect of any claim arising from or in connection with any work which involves

- a demolition unless it forms part of a contract undertaken by the Insured for rebuilding alteration maintenance or repair
- b the construction of or any work in or on airports aircraft watercraft collieries mines gas petrochemical and chemical works railways railway installations power stations oil refineries fuel depots quarries or offshore structures or installations
- c the erection of external aerials or masts

STR 0110 END 002 v1 - Hazardous Work Exception for Roofers (EL/PL)

The Insurers shall not be liable in respect of any claim arising from or in connection with any work which involves

- a demolition unless it forms part of a contract undertaken by the Insured for rebuilding alteration maintenance or repair
- b the construction of or any work in or on airports aircraft watercraft collieries mines gas petrochemical and chemical works railways railway installations power stations oil refineries fuel depots quarries or offshore structures or installations
- c the construction alteration maintenance repair or demolition of bridges viaducts chimney shafts blast furnaces towers steeples tunnels docks piers wharves or dams
- d piling underpinning the transport or use of explosives or work in or on rivers lakes or tidal waters or on excavations exceeding 3 metres in depth

STR 0110 END 003 v1 - Public and Products Liability only (PL)

The indemnity provided by this Policy shall not apply in respect of Injury to an Employee

STR 0110 END 004 v1 - Fire Precautions (PL)

The Insured shall take all reasonable care that the undernoted precautions shall be complied with whenever the following appliance(s) are used anywhere other than on the Insureds premises

In respect of the use of any blow lamp blow torch electric oxy-acetylene or other welding or cutting equipment

- i a fire extinguisher must be kept available for immediate use
- ii all combustible materials are to be removed from the immediate vicinity of the work Where these materials cannot be removed they should be covered with a proprietary solder mat or non-combustible blanket or screen
- iii all equipment must be lighted for as short a time as possible before use and extinguished immediately after use
- iv lighted equipment must not be left unattended
- v a thorough examination must be made in the vicinity of the work after termination of each days operations In the event it is not practicable for such examination to be carried out by the Insureds own Employee then appropriate arrangements must be made with the occupier

STR 0110 END 005 v1 - Fire Precautions for Roofers (PL)

It is a condition precedent to liability under this Policy (other than in respect of Injury to Employees) that the undernoted precautions shall be complied with whenever the following appliance(s) are used anywhere other than on the Insured's own premises

In respect of the use of any electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving a naked flame heat source

- 1 a thorough examination of the immediate vicinity of the work (including the area on the other side of any wall partition or roof) shall be made to see whether any combustible material (other than the material to be worked upon) is in danger of ignition either directly or by conduction of heat
- 2 all combustible materials are to be removed from the immediate vicinity of the work (to a distance of not less than fifteen metres from the point of application of heat when welding or flame-cutting equipment is used) Where these materials cannot be removed they should be covered with a proprietary solder mat or non-combustible blanket or screen
- 3
 - a at least one water (with a capacity of more than 8.2 litres) dry powder (with a weight of more than 1.2 Kilograms) or other fire extinguisher of an equivalent rating or type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work
 - b a similar number and type of fire extinguisher shall also be kept in the area on the other side of any wall partition or roof in the immediate vicinity of the work

- c all extinguishers shall be in full working order and available for immediate use
- 4 the ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions
- 5 no lighted or switched on equipment is to be left unattended Hot tools and hot tips not in use are to be placed in incombustible containers
- 6 gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and in any event at least fifteen metres from the point of application of heat
- 7 any tar bitumen or asphalt boiler shall be located at ground level in the open air whilst lighted and shall be at least 5 metres from any combustible material
- 8 for one hour after completion of each period of work involving the application of heat the site shall not be left unattended and a thorough examination of the area surrounding the work (including that described in 1 above) shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire

This condition does not override any operative Endorsement excluding the use or application of heat

STR 0110 END 006 v1 - Hot Work Exception (PL)

The Insurers shall not be liable in respect of any claim (other than in respect of Injury to Employees) arising from or in connection with the use of any electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving a naked flame heat source

STR 0110 END 007 v1 – Heat Work Away from the Premises Exclusion (PL)

The Insurers shall not be liable in respect of any claim (other than in respect of Injury to Employees) arising from or in connection with the use of any

- a) electric, oxy-acetylene or similar welding or cutting equipment
- b) cutting and grinding equipment using abrasive disks or wheels
- c) blow lamp, blowtorch, flame gun, hot air gun or hot air stripper
- d) asphalt, bitumen, tar or pitch heater
- e) thermal lance

other than on premises owned leased or rented by the Insured

STR 0110 END 008 v1 - Premises Restriction (PL)

The Insurers shall not be liable in respect of any claim arising from or in connection with work in or on any premises other than private dwelling houses shops offices public houses guest houses, nursing homes, restaurants, apartments or private hotels all not having more than four floors (including basement and attic)

STR 0110 END 010 v1 – Subcontractors’ Insurance Check (PL)

It is a condition precedent to liability under this Policy in respect of liability arising from or caused by work undertaken on the Insured’s behalf by sub contractors (other than sub contractors acting as Employees of the Insured) that the Insured has established and maintains an administrative procedure for obtaining written evidence that sub contractors effect Public Liability insurance which

- a covers the work to be undertaken by or on behalf of the sub contractor
- b remains in force throughout the duration of the contract with the Insured
- c is subject to a Limit of Indemnity of not less than that provided by this Policy
- d includes an indemnity to Principals clause
- e includes Products Liability insurance

This Endorsement (only) shall not apply to liability in respect of Injury to Employees

STR 0110 END 011 v1 – Erection of Buildings (PL)

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

- (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by the Insured for the erection, alteration, maintenance or repair of buildings or structures.

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

STR 0110 END 012 v1 - General Builders (PL)

STR 0110 END 001 v1 Hazardous Work Exception, Part a is replaced by the following: -

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

only if this forms part of a contract undertaken by the Insured for the erection, alteration, maintenance or repair of buildings or structures not exceeding fifteen metres in height.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

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

STR 0110 END 013 v1 - Legionella Exclusion (PL)

We will not provide indemnity in respect of liability arising out of or relating to legionellosis including but not limited to any action required to repair, replace, remove, cleanup, dispose of or relocate any property or party or any other measure(s) taken to address medical or legal concerns

STR 0110 END 014 v1 - Woodworking Machinery Exclusion (EL)

We will not provide indemnity in respect of any claim arising in connection with the use by any Employee of powered woodworking machinery other than

1. lathes
2. fret saws
3. boring or sanding machines
4. portable hand tools
5. portable
 - a) cross-cut saws
 - b) mitre saws
 - c) bench saws.

STR 0110 END 015 v1 – Asbestos Work Exclusion (Licensable only) (EL/PL)

Other than as stated in the Special Provision–Asbestos the Insurers shall not be liable in respect of any claim arising from or in connection with work on or the handling treatment remediation removal stripping out demolition transportation or disposal of Asbestos Asbestos Dust or Asbestos Containing Materials

However where such activities do not form part of the Insured’s contract this Exclusion shall not apply to legal liability arising from

1. the accidental discovery of materials known or suspected to be Asbestos Asbestos Dust or Asbestos Containing Materials
2. the investigation of any such suspect materials

Provided always that

- a. immediately upon discovery as defined in 1 above all activity ceases until the composition of all such materials is established
- b. any subsequent work on or handling treatment remediation removal stripping out demolition transportation or disposal of Asbestos Asbestos Dust or Asbestos Containing Materials is carried out by qualified licensed subcontractors on terms which indemnify the insured for liability arising from such activities

Special Provision–Asbestos

It is noted and agreed that this Exclusion shall not apply to legal liability arising from or in connection with work on or the handling treatment remediation removal stripping out demolition transportation or disposal of

1. asbestos cement containing chrysotile asbestos only
2. any article of bitumen plastic resin or rubber which contains chrysotile asbestos only and the thermal or acoustic properties of which are incidental to its main purpose

in circumstances where a licence is not required under the Asbestos (Licensing) regulations 1983 (as amended)

Provided always that (other than in respect of Injury to Employees)

- a. prior to the commencement of any such activity the Insured shall have established the composition of all such materials and undertaken a written assessment in accordance with the Control of Asbestos at Work Regulations 1987 (as amended)
All such activity shall be performed strictly in accordance with a written method statement developed from or incorporated within the written assessment
Articles comprising asbestos cement shall be removed using non-destructive techniques. In no circumstance shall remote demolition techniques be employed
All transportation and disposal of such materials shall be carried out in accordance with the Special Waste Regulations 1996 by registered waste carriers engaged on terms which indemnify the Insured for liability arising from such activities
- b. any legal liability arises from
 - i a claim first made in writing against the Insured during the Period of Insurance or
 - ii an occurrence or circumstance of which the Insured first becomes aware during the Period of Insurance and which can reasonably be expected to give rise to a claim
and which is notified to the Insurers in writing during or within 60 days of the expiry of the Period of Insurance
Any occurrence or circumstance notified to the Insurers during a Period of Insurance which subsequently gives rise to a claim shall be deemed to have been made during the Period of Insurance when the occurrence or circumstance was originally notified to the Insurers
- c. the Insurers shall not be liable
 - i in respect of liability arising from or in connection with any work on or handling treatment remediation removal stripping out demolition transportation or disposal of Asbestos Asbestos Dust or Asbestos Containing Materials performed or alleged to have been performed prior to the Retroactive Date stated in the Schedule against this Endorsement
 - ii for the first amount as stated in the Schedule against this Endorsement of any sum otherwise payable in respect of any one claim or number of claims arising from one Event

It is further noted and agreed that the Insurers liability under this Endorsement shall not exceed

- A £5,000,000 in respect of any claim or number of claims arising out of one Event for Injury to Employees including claimant's costs and expenses and any other costs and expenses incurred with the Insurer's written consent
- B £1,000,000 in respect of any other claim or number of claims in any one Period of Insurance including claimant's costs and expenses and any other costs and expenses incurred with the Insurer's written consent

STR 0110 END 016 v1 - Underground Services Clause (PL)

In respect of loss of or damage to cables, pipes or other services located underground it is a condition of this policy that the Insured, prior to undertaking digging, boring or excavation has

- 1 taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage thereto. Reasonable measures include contacting the appropriate authorities where it is possible that any cables, pipes or services are under the site.
- 2 retained a written record on the measures which were taken to locate such cables, pipes and services.
- 3 conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of The Insured.

The Indemnity shall in any case be restricted to the actual cost of repair or replacement of such cables, pipes or other services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use or penalties and/or fines which are imposed upon the Insured by the relevant authorities as a result of consequential loss or damage.

STR 0110 END 017 v1 - Roof Glazing Exclusion (EL/PL)

We will not provide indemnity in respect of any liability arising in connection with roof glazing.

STR 0110 END 018 v1 - Aerial Erection Inclusion (EL/PL)

It is hereby noted that **STR0110 END 001 Hazardous Work Exception**, part c is deleted and of no effect. We shall provide indemnity in respect of any liability arising in connection with the erection of external aerials.

STR 0110 END 019 v1 - Damage to Item Being Worked Upon Exclusion (PL)

We will not provide indemnity in respect of liability arising from loss or damage (including shrinkage or discolouration) to articles on which the Insured is or has been working where the loss or damage results from such work.

STR 0110 END 020 v1 - Height Limit 15M (EL)

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit of 15 metres

STR 0110 END 021 v1 - Height Limit 10M (EL)

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit of 10 metres

STR 0110 END 022 v1 - Height Limit 5M (EL)

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit of 5 metres

STR 0110 END 023 v1 - Depth Limit 1 Metre (PL)

We will not provide indemnity in respect of digging below a 1 metre Depth Limit.

STR 0110 END 024 v1 - Depth Limit 3 Metres (PL)

We will not provide indemnity in respect of digging below a 3 metre Depth Limit.

STR 0110 END 025 v1 - Safety Harness Warranty (EL)

It is hereby warranted that all Employees shall be issued by the Insured with and shall wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conform with CEN standards when working at heights exceeding 5 metres above ground where a suitable anchorage point or Mansafe system is available.

This warranty shall not apply when the work area, including any access platform or scaffolding, has

- a) edge protection consisting of:
 - 1. a main guard rail at least 910mm above the edge
 - 2. a toe board at least 150mm high
 - 3. an intermediate guard rail or other barrier so that there is no gap more than 470mm
- b) void protection safety netting installed and tested to standard EN 1263-1 and/or ISO 1806.

STR 0110 END 026 v1 - Personal Protective Equipment Conditions (EL)

It is a condition of this policy that the use of and wearing of Personal Protective Equipment by any Employee is enforced and that suitable Personal Protective Equipment is supplied to the Employee and that a formal record is maintained confirming receipt of such equipment.

STR 0110 END 027 v1 - Roof Tiling Exclusion (EL/PL)

We will not provide indemnity in respect of any liability arising in connection with tiling of roofs.

STR 0110 END 028 v1 - Slating and Tiling Roofing Restriction (EL/PL)

We will not provide indemnity in respect of any liability arising in connection with any roofing work other than slating or tiling

Sections 1 and 2 – Employers’ & Public Liability

Cover Provided and Persons Indemnified

- A Indemnity of Insured**
- 1 In the event of
- a Injury to any person
 - b Damage to Property other than
 - i Property belonging to the Insured or in his custody or control or
 - ii Property in the custody or control of any Employee
 - c nuisance trespass to land or trespass to goods or interference with any easement of air light water or way
- happening during the Period of Insurance in the Territorial Limits and caused either in connection with the Business or by Products the Insurers will subject to the Limits of Liability indemnify the Insured against legal liability for damages and claimant’s costs and expenses
- In Paragraph 1b the expression “custody or control” shall not apply to
- i any building (including its fixtures fittings and contents) provided that in respect of any building which is leased hired or rented to the Insured the Insurers shall not be liable in respect of
 - a Damage to its contents
 - b the first £150 of each and every claim for Damage caused other than by fire or explosion
 - c liability arising solely because of a contract
 - ii visitors’ directors’ partners’ and Employees’ personal effects including motor vehicles and their contents but excluding tools of trade on contract sites
- 2 If the Insured comprises more than one party (which term in the case of a partnership includes each individual partner) the Insurers will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an Insured
- 3 The Insurers will in addition pay solicitors’ fees for representation at any Coroner’s Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under Paragraph A1

Limits of Liability	A	any claim or number of claims arising out of one Event for Injury to Employees including claimant’s costs and expenses and any other costs and expenses incurred with the Insurers’ written consent	As specified in Schedule (EMPLOYERS LIABILITY)
	B	any other claim or number of claims arising out of one Event	As specified in Schedule (PUBLIC LIABILITY)
		Provided that the Insurers’ liability in any one Period of Insurance in respect of	
	i	Pollution or Contamination which is deemed to have occurred during any such Period shall not exceed	As specified in Schedule (POLLUTION AND CONTAMINATION)
	ii	Products shall not exceed	As Specified in Schedule (PRODUCTS LIABILITY)
		In respect of B the Insurers will in addition pay	
	i	claimant’s costs and expenses	
	ii	other costs and expenses incurred with their written consent	

Sections 1 and 2 – Employers’ and Public Liability – continued

- B Indemnity to Other Persons** The Insurers will indemnify in the terms of this Section
- a if the Insured so requests
 - i any director or Employee in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against him
 - ii any officer or member of the Insured’s canteen social sports or welfare organisations and fire first-aid and ambulance services
 - b any Principal to the extent that the contract between the Insured and such Principal so requires in respect of liability arising from the performance of work on behalf of such Principal
 - c the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person
- If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Insured shall not exceed the Limits of Liability
- C Liability for Motor Accidents** Notwithstanding Exception E and provided the Insured is not more specifically insured under any other policy the Insurers will indemnify the Insured in the terms of this Section in respect of legal liability
- a caused by any motor vehicle owned by or in the possession of or being used by or on behalf of the Insured which is
 - i not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
 - ii designed or adapted primarily for use as a tool but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security
 - b arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle
- D Insured’s Motor Contingent Liability** Notwithstanding Exception E the Insurers will indemnify the Insured and no other person in the terms of this Section in respect of legal liability arising out of the use of any motor vehicle not the property of or provided by the Insured and being used in the course of the Business
- The Insurers shall not be liable in respect of
- a Damage to any such vehicle
 - b legal liability arising while such vehicle is being driven by the Insured
- Provided that the Insurers shall not be liable if the Insured is entitled to indemnity under any other insurance
- E Health & Safety at Work Act** Provided Endorsement 2 is not operative the Insurers will at the request of the Insured indemnify any Employee or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings
- Provided that the Insurers shall not be liable for the payment of fines or penalties
- F Defective Premises Act** The Insurers will indemnify the Insured in the terms of this Section against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury or Damage occurring within a period of seven years from the expiry or cancellation of this Section
- Provided that the Insurers shall not be liable if the Insured is entitled to indemnity under any other insurance
- G Right of Recovery** The indemnity granted by this Policy is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to the compulsory insurance of liability to employees
- But the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

Sections 1 and 2 – Employers’ and Public Liability – continued

- H Personal Liability** The Insurers will also indemnify in the terms of Section 1 of this Policy
- a the Insured
 - b at the request of the Insured
 - i any director of the Insured or any Employee
 - ii any member of the immediate family of any person described in a or b i above
- against legal liability arising from the non-Business activities of any person described in a or b above when the Insured or any director of the Insured or any Employee is undertaking a Business journey from the time of leaving home or his Business address at the commencement of the journey until the time of arriving home or at his Business address on the completion of the journey provided that for the indemnity to apply to any person described in b ii the member must be accompanying one of the persons described in a or b i on a Business journey as a member of such person’s immediate family
- Subject otherwise to the terms Exceptions and Conditions of this Policy
- I Consumer Protection Act** The Insurers will indemnify the Insured and at the request of the Insured any Employee or director of the Insured against legal costs and expenses incurred with the Insurers’ written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings
- Provided that the Insurers shall not be liable for the payment of fines or penalties
- J Data Protection Act** In respect of liability arising under the Data Protection Act 1984 this Policy shall apply as though damage and/or distress within the meaning of the Act were Injury Further the Policy shall apply to liability arising even if such damage or distress arises from the loss or destruction of data in the charge of or under the control of the Insured or any servant of the Insured The indemnity provided by this Extension shall also apply in respect of claims made by or through any person under a contract of service or apprenticeship with the Insured
- Provided that
- a
 - i the Insured is a registered user or has applied for registration and has not been refused and the application has not been withdrawn
 - ii the Insured is not in business as a computer bureau
 - b the Insurers shall not be liable in respect of
 - i the payment of fines or penalties
 - ii the recording or provision of data for reward or for determining the financial status of a person
 - iii the cost of correcting or erasing data
- k Compensation for Court Attendance** In the event of any of the undermentioned persons attending court as a witness at the request of Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required
- a any director or partner of the Insured £500
 - b any Employee £250

Sections 1 and 2 – Employers’ and Public Liability – continued

- L Unsatisfied Court Judgements** In the event of a judgement for damages being obtained by any Employee or his or her personal representatives in respect of Injury to such person caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- Against any company or individual
- in any court and
- remaining unsatisfied in whole or in part six months after the date of such judgement the Insurers will pay to such person or his or her personal representatives at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied
- Provided that
- there is no appeal outstanding
 - if any payment is made the person or his or her personal representatives shall assign the judgement to the Insurers
- M Property Worked Upon** The expression “custody or control” in A Indemnity of Insured paragraph 1b shall not apply to Property removed from a customers premises by the Insured upon which the Insured or any servant of the Insured is working if Damage arises from such operations provided that
- the Insurers liability under this Extension during any one Period of Insurance shall not exceed £10,000
 - the Insurers shall not be liable in respect of the first £250 of any amount payable under this Extension in respect of any one claim or number of claims for Damage to such Property arising from one Event
- N Testing Inspection or Certification** Notwithstanding Exception N – Fee Activity – the Insurers will indemnify the Insured in the terms of this Section in respect of legal liability for Injury or Damage to Property arising from testing inspection or certification services provided by the Insured
- Subject otherwise to all the terms Exceptions and Conditions of this Policy

Exceptions

Exception A Radioactive Contamination

The Insurers shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but in respect of Injury to any Employee this Exception shall apply only when the Insured under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such Injury

THE FOLLOWING EXCEPTIONS B TO K (inclusive) AND N TO S (inclusive) DO NOT APPLY TO LIABILITY IN RESPECT OF INJURY TO EMPLOYEES

The Insurers shall not be liable in respect of

Exception B War

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Exception C Contractual Liability

any liability for

- any amount in respect of liquidated damages fines or penalties
- Injury or Damage caused by Products
- financial Loss

which attaches solely because of a contract

Sections 1 and 2 – Employers’ and Public Liability – continued

Exception D Defective Work and Damage to Products	<ul style="list-style-type: none">a the cost of rectifying defective workb Damage to or the cost of recalling removing repairing or replacing Products arising from a defect in or an error in connection with the sale supply or presentation of such Products and all consequential losses flowing therefrom
Exception E Vehicles and Craft	any legal liability arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured
Exception F Deliberate Act or Omission	<p>Any legal liability which results from any deliberate act or omission of the Insured his partners directors or managerial Employees and which could reasonably have been expected having regard to the nature and circumstances of such act or omission</p> <p>This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned</p>
Exception G Principal’s Professional Risk	any legal liability which attaches solely because of a contract and arises out of or in connection with the exercise by any Principal or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications
Exception H Aircraft Products	any legal liability arising from Products incorporated in a craft designed to travel through air or space which have been specifically supplied by the Insured for that purpose and are directly connected with the safety of such craft
Exception I Damage Excess	the first amount (as specified in the Schedule) of any sum otherwise payable in respect of any claim or number of claims for Damage to Property arising from one Event
Exception J Pollution or Contamination	<p>any legal liability arising directly or indirectly from 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</p> <p>For the purposes of this Exception all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place</p>
Exception K Alarm Efficacy	Damage to Property due to or alleged to be due to the failure of any fire or intruder alarm to correctly fulfil its intended function
Exception L Offshore	any legal liability arising in connection with work Offshore
Exception M Motor Vehicle Directive	<p>Injury arising when any Employee is</p> <ul style="list-style-type: none">i carried in or upon a vehicleii entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security
Exception N Fee Activity	<p>any legal liability arising from or in connection with</p> <ul style="list-style-type: none">a adviceb designc specification <p>provided for a fee</p>
Exception O Terrorism	any legal liability arising directly or indirectly out of Terrorism
Exception P Airside	any legal liability in connection with work or Products knowingly supplied for use in or on the manoeuvring areas and aprons of an Airport as defined in the “Rules of the Air” made under the Air Navigation Order (SI 1970 No. 954) or any similar Order or any amendment thereof and service roads which are directly associated therewith

Sections 1 and 2 – Employers’ and Public Liability – continued

Exception Q Trackside

any legal liability in connection with work or Products knowingly supplied for use in any Railway other than where work is performed on a station platform or in a public access area and does not involve the safety or navigation or control or power of any driving or rolling stock

This Exception shall not apply to tramways in public areas

Exception R Asbestos

- a mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- b the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Exception S Defective Premises

the costs of remedying

- a any defect or alleged defect
- b the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the Insured

Section 3 – Contractors’ All Risks

Cover Provided and Persons Indemnified

Sub-Section 1 – Contract Works

A Cover

The Contract Works

The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to the Contract Works happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Provided that

- a cover in respect of any one Insured Contract shall cease
 - i on the expiry of any Maintenance or Defects Liability Period (not exceeding twelve months) under any standard printed form of contract conditions applying to the Insured Contract
 - ii in the absence of any such Maintenance or Defects Liability Period on the issue of a certificate of completion or a taking over certificate on completion of construction or erection and testing (if any) or on the use or occupation of the Contract Works by the Principal
- b the Insured shall demonstrate that Damage occurring during any Maintenance or Defects Liability Period (or after expiry of the first fourteen days of the Maintenance Period in connection with an Insured Contract performed under the I.C.E. Conditions of Contract) is the responsibility of the Contractor under a standard printed form of contract conditions applying to the Insured Contract and
 - i has arisen from a cause occurring prior to the commencement of the Maintenance or Defects Liability Period or
 - ii has been occasioned by the Contractor in the course of any operations carried out by him during the Maintenance or Defects Liability Period for the purposes of making good defects in the Contract Works or otherwise fulfilling his obligations under the said contract conditions

Indemnity to Principal

The Insurers will indemnify in the terms of this Sub-Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limits of Liability

The Insurers’ liability in respect of any one Insured Contract shall not exceed the sum specified in the Schedule which may be increased by an amount not exceeding twenty per cent should the original estimated contract price of the Insured Contract (including the value of Free-issue Materials) increase by such an amount

The Limit of Liability shall not be reduced by the amount of any claim but an additional premium shall be payable

Contract Price Limitation

The indemnity provided shall not apply to any contract where the original estimated contract price (including the value of Free-issue Materials) exceeds the sum specified in the Schedule as the Contract Price Limitation

B Extensions

The Insurers will in addition to the Limit of Liability pay

Debris Removal

costs and expenses necessarily incurred by the Insured with the consent of the Insurers in

- a removing debris from
- b dismantling and/or demolishing
- c shoring up or propping of

the Contract Works lost or damaged from any cause indemnifiable by this Sub-Section of the Policy

The liability of the Insurers under this Extension shall in no case exceed ten percent of the Limit of Liability

Section 3 – Contractors’ All Risks – continued

Professional Fees Architects’ surveyors’ consulting engineers’ or other professional fees necessarily incurred in the reinstatement of the Contract Works consequent upon damage thereto but not for preparing any claim
The amount payable for such fees shall not exceed those authorised by the appropriate professional body

C Special Exceptions

The Insurers shall not be liable in respect of

Defects the cost of replacement or rectification of any portion of the Contract Works rendered necessary by defects of materials workmanship design plan or specification and should Damage occur to any portion of the Contract Works containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the said portion of the Contract Works had been put in hand immediately prior to the said Damage

Deeds and Bonds deeds bonds bills of exchange promissory notes cash bank notes cheques stamps or securities for money

Sub-Section 2 – Contractors’ Plant

A Cover

Damage to Constructional Plant Temporary Buildings and Employees’ Effects The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to

- a Constructional Plant
- b Temporary Buildings
- c Employees’ Effects at the Contract Site

happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Indemnity to Principal The Insurers will indemnify in the terms of this Sub-Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limits of Liability The Insurers’ liability shall not exceed

- a in respect of Damage to Constructional Plant and Temporary Buildings the sums specified in the Schedule
- b in respect of Damage to Employees’ Effects arising from any one occurrence the sum specified in the Schedule in respect of any one Employee

The Limits of Liability in respect of Constructional Plant and Temporary Buildings shall not be reduced by the amounts of any claims but an additional premium shall be payable

B Extensions

Immobilised Plant In the event of Constructional Plant becoming unintentionally immobilised at any Contract Site within the Territorial Limits the necessarily incurred cost of recovery and/or withdrawal shall be deemed to be Damage within the meaning of this Sub-Section of the Policy

No indemnity shall be provided hereunder in these circumstances in respect of the cost of rectifying electrical and/or mechanical breakdown or derangement where such is the sole requirement necessary to effect the said recovery or withdrawal

The Insurer’s liability under this Extension shall not exceed £5,000 in respect of any one claim or number of claims arising from one cause

C Special Exceptions

The Insurers shall not be liable in respect of

Breakdown or Explosion damage to any item of Constructional Plant caused by its own electrical or mechanical breakdown or its own explosion

Tyres damage to tyres by the application of brakes or by cuts bursts or punctures

Section 3 – Contractors' All Risks – continued

Sub-Section 3 – Hired Plant

A Cover

- Damage to Hired Plant** The Insurers will indemnify the Insured in respect of legal liability under the terms of his hiring agreement or otherwise to pay compensation for Damage to Hired Plant happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded
- Continuing Hire Charges** In the event of Damage to Hired Plant insured by this Sub-Section the Insurers will indemnify the Insured against legal liability to pay continuing hire charges for a period not in excess of The Maximum Period stated in the Schedule
Provided that the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association
- Indemnity to Principal** The Insurers will indemnify in the terms of this Sub-Section any Principal to the extent that the contract between the Insured and such Principal so requires
- Limits of Liability** The Insurers' liability shall not exceed in respect of any one occurrence irrespective of the number or amount of claims thence arising the sum specified in the Schedule
In addition the Insurers will where legal proceedings have been defended with their written consent pay all legal expenses for which the Insured may be liable

B Extensions

- Emergency Hiring Insurance** The Insurers will in addition to the Limit of Liability pay extra costs incurred in hiring a replacement item of plant following Damage to the insured item The liability of the Insurers under this Extension shall in no case exceed £200 per day during the repair period with a maximum of 30 days any one occurrence

C Special Exceptions

- Tyres** The Insurers shall not be liable in respect of damage to tyres caused by the application of brakes or by cuts bursts or punctures

Section 4 – Constructional Plant (Tools Only)

A Cover

Damage to Constructional Plant	The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to Constructional Plant happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded
Limits of Liability	The Insurers' liability in respect of Damage to Constructional Plant shall not exceed the sums specified in the Schedule The Limits of Liability in respect of Constructional Plant shall not be reduced by the amounts of any claims but an additional premium shall be payable

B Extensions

No Extensions Applicable

C Special Exceptions

Breakdown or Explosion	The Insurers shall not be liable in respect of damage to any item of Constructional Plant caused by its own electrical or mechanical breakdown or its own explosion
Tyres	damage to tyres by the application of brakes or by cuts bursts or punctures

Exceptions applicable to Section 3 Contractors' All Risks and Section 4 Constructional Plant (Tools Only)

Exception A Radioactive Contamination	The Insurers shall not be liable in respect of a loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
Exception B War	any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation nationalisation requisition or Damage to any property by or under the order of any government de jure or de facto or public municipal or local authority
Exception C Gradual Deterioration	the cost of rectification or making good of wear and tear gradual deterioration rust oxidisation corrosion or erosion
Exception D Sea and Air Transit	Damage to insured property in transit by sea or air
Exception E Unexplained Losses	loss of the insured property or any part thereof due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of General Condition 5 of this Policy

Exceptions – continued

Exception F Consequential Losses	liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for
Exception G Sonic Bang	loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
Exception H Terrorism Exception	Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

a Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

b in Northern Ireland riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

This Section of the Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

In any action suit or other proceedings where the Insurers allege that by reason of this Exception any Damage or loss resulting from Damage is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such Damage or loss resulting from Damage is covered (or is covered beyond that limit of liability) shall be upon the Insured

**Exception I
Garaging**

Damage to insured property arising from theft or any attempt thereat from an unattended vehicle

- a unless all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed
- b between the hours of 7pm (19.00 hrs) and 8am (08.00 hrs) unless the vehicle
 - i is at or in the immediate vicinity of a Contract Site at which the Insured is undertaking work between such hours or
 - ii is in a securely locked building or guarded security park

**Exception J
Electronic Risk**

Damage

(A) to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) Damage arising out of any misinterpretation use or misuse of Data
- 5) Damage arising out of any operator error in respect of Data

(B) to the insured property arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
- 4) Failure of a System
- 5) anything described in (A) above

but in respect of (B)1) (B)2) (B)3) and (B)4) this shall not exclude subsequent Damage which itself results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal accidental escape of water from any automatic sprinkler installation subsidence ground heave or landslip or theft or malicious damage by natural persons at the premises where the Damage occurs

**K Insured's Retained
Liability**

the first amount (as specified in the Schedule as the Insured's Retained Liability) of any sum otherwise payable in respect of any claim or number of claims for Damage to insured property arising from one Event

Exceptions – continued

Special Conditions

**Special Condition 1
Stoppage of work**

In the event of stoppage of work by the Contractor on a Contract Site from any cause for a period of ninety consecutive days cover shall be suspended at the end of the ninetieth day in respect of Damage to insured property at that Contract Site unless its continuance be agreed to in writing by the Insurers

**Special Condition 2
Insurers' Rights**

The Insurers' representatives shall have access at all reasonable times to the Contract site and the insured property

Section 5 – Personal Accident

Special Definitions (Applicable to Section 5 only)

- 1 “Annual Salary” means the total annual remuneration excluding payments for overtime commission or bonus payable by the Insured to the Insured Person at the date accidental bodily injury is sustained
- 2 “Employee” means any person under a contract of service or apprenticeship with the Insured
- 3 “Insured Person” means any person or category of persons shown in the Schedule Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 75
- 4 “Medical Practitioner” means any legally qualified medical practitioner other than
 - a an Insured Person
 - b a member of the immediate family of an Insured Person
 - c an employee of the Insured
- 5 “Multi-Engined Aircraft” means
 - a any multi-engined aircraft
 - b any helicopter operating a scheduled service from an international airport
- 6 The “Operative Time” shown in the Schedule shall have the following meanings:

“24 hour”
At any time

“Occupational Accidents Only”
While engaged on the Insured Person’s occupation in the Business

“Occupational Accidents plus Commuting”
While engaged on the Insured Person’s occupation in the Business and while in the course of daily travel directly between residence (normal or temporary) and place of business
- 7 “Disablement” shall mean Benefits 2 to 6
- 8 “Benefits” shall mean
 - 1 Death
 - 2 Loss of two or more Limbs or both Eyes or one of each
 - 3
 - a Loss of one Limb or Eye
 - b Permanent total Loss of Speech
 - c Permanent total loss of hearing
 - i in both ears
 - ii in one ear (see Special Condition 2F)
 - 4 Permanent Total Disablement from the Insured Person’s usual occupation in the Business
 - 5 Temporary Total Disablement from usual occupation
 - 6 Temporary Partial Disablement i.e. disablement from a substantial part of the usual occupation
 - 7 Medical Expenses necessarily incurred in the treatment of the Insured Person
- 9 “Loss of Limb” shall mean
 - a in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
 - b in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Section 5 – Personal Accident – continued

- 10 “Loss of Eye” shall mean permanent and total loss of sight which will be considered as having occurred
 - a in both eyes if the Insured Person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
 - b in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)
- 11 “Aircraft Accumulation Limit” shall mean the maximum amount the Insurers will pay in the aggregate under this Section and any other policy of Personal Accident Insurance issued by the Insurers in the Insured’s name in respect of all Insured Persons in the same aircraft
- 12 “Area of Unrest” means any Country or area within a Country which the Foreign and Commonwealth Office is advising against all travel to such Country or Area
- 13 “War” means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 14 “War or Terrorism occasioned by any Nuclear Chemical or Biological Incident” means use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent as a direct or indirect result of War and Terrorism

Chemical agent shall mean any compound which when suitably disseminated, produces bodily injury or Death Disablement or incurring of Medical Expenses

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins which results in bodily injury or Death Disablement or incurring of Medical Expenses
- 15 “Incident Limit” shall mean the maximum amount the Insurers will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance issued by the Insurers in the Insured’s name in respect of all losses arising out of one and the same Incident
- 16 “Britain” means the United Kingdom the Channel Islands and the Isle of Man
- 17 “Incident” means all individual losses arising out of and directly occasioned by one sudden unexpected unusual specific event occurring at an identifiable time and place
- 18 “External Journey” means any journey by an Insured Person outside their normal country of residence

Cover Provided

If during the Operative Time the Insured Person sustains accidental bodily injury which within two years is the sole cause of Death or Disablement the Insurers will pay to the Insured the amount appropriate to the Benefit shown in the Schedule

Exceptions

The Insurers will not pay in respect of any Benefit where bodily injury or Death or Disablement is the result of or is contributed to by

- 1 engaging in flying of any kind other than as a passenger
- 2 committing or attempting to commit suicide
- 3
 - a) War in Britain or the Insured Person’s country of residence
 - b) War or Terrorism occasioned by any Nuclear Chemical or Biological Incident
- 4
 - a) illness or disease (not resulting from accidental bodily injury)
 - b) any naturally occurring condition or degenerative process
 - c) any gradually operating cause

Section 5 – Personal Accident - continued

Special Conditions (Applicable to Section 5 only)

Special Condition 1 Disappearance	In the event of disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental bodily injury the amount for Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to the Insurers
Special Condition 2 Benefits	<ul style="list-style-type: none">a The Insurers will not pay in respect of any one Insured Person for more than one of Benefits 1 to 4 in connection with the same accidentb On the happening of an accident giving rise to a claim for 100% of the amount for any of Benefits 1 to 4 this Insurance will not cover any further accidents to that Insured Personc Benefit shall not be payable in respect of any Insured Person who had ceased to be an Employee prior to the accident giving rise to the claimd Loss of Limb or Eye or speech or hearing must be proved to the reasonable satisfaction of the Insurers to be permanent and without expectation of recovery before the Insurers will pay for Benefits 2 or 3 Total Disablement must be proved to the reasonable satisfaction of the Insurers to be permanent and without expectation of recovery and any claim for weekly compensation must have been settled in full before the Insurers will pay for Benefit 4e<ul style="list-style-type: none">i If Benefit 1 is not included for an Insured Person the Insurers will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the accident and the Insurers will only then pay if the Insured Person has not in the meantime died as a result of the accidentii If Benefit 1 is included but the amount payable therefore is less than the amount payable for Loss of Limb or Eye or speech or hearing the Insurers will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the accident and the Insurers will only then pay the balance if the Insured Person has not died as a result of the accidentf If Benefit 3 is claimed for permanent total loss of hearing in one ear the Insurers will not pay more than 25% of the amount which would have been payable had the claim been for permanent total loss of hearing in both earsg The Insurers will not pay any amount for any Benefit solely because the Insured Person is unable to take part in sports or pastimes
Special Condition 3 Exposure	If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Insurers will consider that as having been caused by accidental bodily injury
Special Condition 4 Minors	If the Insured Person is i) under the age of 16 or ii) aged 16 or 17 and is not one of the Insured's full-time employees <ul style="list-style-type: none">a the amount for Benefit 1 will be limited to £5,000b Benefit 4 shall read 'Permanent Total Disablement from gainful employment of any and every kind'c no amount will be payable for Benefit 5
Special Condition 5 Non-Employees	If the Insured Person is not an Employee Benefit 4 shall read 'Permanent Total Disablement from gainful employment of any and every kind'
Special Condition 6 Application of the Aircraft Accumulation Limit	In the event of a claim exceeding the Aircraft Accumulation Limit the Insurers liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed that Limit
Special Condition 7 Interest	Interest will not be added to any amount paid
Special Condition 8 Assignment	The Insurers will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Section

Section 5 – Personal Accident - continued

Special Condition 9 Other Interests	The Insured's receipt shall discharge the Insurers liability to pay any amount in respect of a claim. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Insurers. If the Insured comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the Insurers shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Section.
Special Condition 10 Evidence Required	If the Insurers consider it necessary each Insured Person must agree to have a medical examination (which the Insurers will pay for) as often as the Insurers may require in connection with any claim following any accident or illness.
Special Condition 11 Travel to Areas of Unrest	The Insured must notify the Insurers in advance of any travel to Areas of Unrest.
Special Condition 12 Cancellation of Terrorism and War Risks Cover	The Insurers may cancel any insurance provided by this Policy against War and Terrorism by sending seven days' notice to the Insured at the Insured's last known address. The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected.
Special Condition 13 Application of the Incident Limit	<p>In the event of a claim exceeding the Incident Limit the Insurers liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed that Limit.</p> <p>The duration and radius of any one Incident shall be limited to</p> <ol style="list-style-type: none">1 72 consecutive hours and2 100 miles <p>no loss which occurs outside this distance or period shall be included in that Incident.</p>