

# CONTRACTORS SPECIFIC INSURANCE

Policy







This Policy is a contract between you (also referred to as the Policyholder Insured or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.

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

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

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

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and RSA shall agree to accept the premium.

## Claim Notification

Conditions that apply to this policy in the event of a claim are set out in the Claims Conditions pages of this policy. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the claims conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The claims conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

We take pride in the claims service we offer to our customers and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

## General Conditions / Claims Conditions

### 1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Insured and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

### 2 Alteration

This Policy shall be avoided if any alteration is made either in the Business or in the Property Insured therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Company and the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

### 3 Observance

It is a requirement of the Company that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Failure to comply with Conditions 4 and 5 will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### 4 Reasonable Precautions

The Insured at his own expense shall

- A) take reasonable precautions to
  - 1) prevent damage to the Property Insured
  - 2) prevent any circumstances
  - 3) cease any activity

which may give rise to liability under this Policy

- B) maintain all buildings furnishings ways works machinery plant and vehicles in sound condition
- C) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

## 5 Action by the Insured

The Insured shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Insured to the Company 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

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured singly or jointly without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured singly or jointly the defence or settlement of any claim or to prosecute any claim in the name of the Insured singly or jointly for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may reasonably require

## 6 Adjustment

If any part of the premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Period of Insurance provide such information as the Company may require. The premium shall then be adjusted and the difference paid by or allowed to the Insured subject to any minimum premium the Company may have imposed

## 7 Other Insurances

Other than as provided for under Condition 11 of the Contractors' 'All Risks' Insurance if at the time of any claim there is or but for the existence of this Policy would be any other insurance covering the same loss destruction or damage or legal liability the Company shall not be liable under this Policy to indemnify the Insured except in respect of any amount beyond that which would have been payable under such insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance

## 8 Notice of Adjudication

The Insured shall 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 Company

## 9 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

## 10 Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation

## 11 Legal Representation

Where the Company provides its consent to indemnify the Insured in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity

- A) the Insured is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs)
- B) the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Insured's behalf in respect of a claim for indemnity under all other Sections

The Company will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Insured wishes to appoint its own representative the Insured shall provide prior notification of its intention to do so and seek the Company's written consent

The Insured agrees that in respect of its proposed representative

- 1) the hourly rate (or such other fee basis as the case may be) to apply and
- 2) the terms and conditions of such appointment

shall be subject to the Company's prior approval

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed

## 12 Non Payment - Consumer Credit Termination

The Company reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule

**13 Multiple Insureds Clause**

- (i) It is noted and agreed that if the Insured described in the Schedule comprises more than one Insured each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such Insured provided that the total liability of the Company to all of the Insureds collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy
- (ii) It is understood and agreed that any payment or payments by the Company to any one or more such Insureds shall reduce to the extent of that payment the Company's liability to all such Insureds arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate
- (iii) It is further understood that the Insureds will at all times preserve the various contractual rights and agreements entered into by the Insureds and the contractual remedies of such Insureds in the event of loss or damage
- (iv) It is further understood and agreed that the Company shall be entitled to its rights and remedies in respect of any of the Insureds in circumstances of fraud breach of the duty of fair representation or breach of any warranty or condition of this Policy each referred to in this clause as a Vitiating Act
- (v) It is however agreed that (save as provided in this Multiple Insureds Clause) a Vitiating Act committed by one Insured shall not prejudice the right to indemnity of any other Insured who has an insurable interest and who has not committed a Vitiating Act
- (vi) The Company hereby agree to waive all rights of subrogation which they may have or acquire against any Insured except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a Vitiating Act in which circumstances the Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured

**14 Arbitration (applicable in respect of Section 3 Legal Defence Costs only)**

Any dispute between the Insured and the Company in respect of Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The party against whom the decision is made shall meet all the costs of the arbitration in full

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

If the decision is made in the Company's favour the Insured's costs shall not be recoverable under this Policy

**Policy Definitions**

The words or phrases where used in the Policy starting with a capital letter shall have the following meaning within the Section in which they appear

**General**

**1 Person Entitled to Indemnity**

Person Entitled to Indemnity shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured

- 1) any principal
- 2) any director or partner of the Insured
- 3) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

**2 Employee**

Employee shall mean any individual under a contract of service or apprenticeship with the Insured

**3 Person Employed**

Person Employed shall mean any

- A) Employee
- B) labour master and individuals supplied by him
- C) individual employed by labour only sub-contractors
- D) self-employed individual (not being in partnership with the Insured)
- E) individual hired to or borrowed by the Insured
- F) individual undertaking study or work experience while under the supervision of the Insured

} while under the direct control and supervision of the Insured

**4 Injury**

Injury shall mean

Liability Insurance Sections 2 and 3

bodily injury mental injury death disease illness

**5 Property**

Liability Insurance Sections 2 and 3 and JCT Clause 6.5.1 Insurance (or equivalent)

Property shall mean material property but shall not include Data

**6 Data**

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**7 Business**

Business shall mean the undertaking of the Contract specified in the Schedule and shall include

- A) ownership repair and maintenance of the Insured's own property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of the Contract site

**8 Event**

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**9 Insured's Contribution**

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay

**10 Intellectual Property Rights**

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

**11 Asbestos**

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

**12 Asbestos Dust**

Asbestos Dust shall mean fibres or particles of Asbestos

**13 Asbestos Containing Materials**

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

**14 Notice of Adjudication**

Notice of Adjudication shall mean any notice issued to 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

**15 North America**

North America shall mean the United States of America or Canada or any other territory within the jurisdiction of either such country

**16 Airside**

Airside shall mean that part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

**Applicable to Contractors' 'All Risks' - (CAR) Insurance****17 Estimated Contract Price**

The sum agreed between the principal and contractor as payment for completion of the works or where there is no principal or employer the value of the works to be completed at the site of the Contract

**18 Contract**

Contract means the constructional work as described in the Schedule

**19 Property Insured**

Item 1 Permanent and Temporary Works

The permanent works and temporary works executed in performance of the Contract and materials for incorporation therein while on the site of the Contract or in transit by road rail or inland waterway or on recognised "Roll on-Roll Off" vehicle ferries within the Territorial Limits

Subject to a limit of liability any one transit by "Roll on-Roll off" vehicle ferry of 10% of the Sum Insured by Item 1 or £500,000 whichever is the less

Item 2 Temporary Buildings

Temporary buildings and site huts including contents fixtures and fittings therein for use in connection with the Contract (but excluding hired-in property) while on the site of the Contract or elsewhere for the purpose of the Contract within the Territorial Limits

Item 3 Constructional Plant Tools and Equipment

Constructional plant tools and equipment for use in connection with the Contract (but excluding hired-in property and property described in Items 1 2 and 5 herein) while on the site of the Contract or elsewhere for the purposes of the Contract within the Territorial Limits

Item 4 Hired-in Property

Hired-in property as otherwise described in Items 2 and 3

Item 5 Employees' Personal Effects

Employees' personal tools and effects while on the site of the Contract within the Territorial Limits

**20 Territorial Limits**

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

**21 Speculative Development**

Property built for sale or letting by the Insured other than under a contract for a principal

**22 Substantial Completion**

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

**23 Damage**

Physical loss physical destruction or physical damage

**24 Nuclear Material**

- i) nuclear fuel other than natural or depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material and
- ii) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radio isotopes

**25 Production or Use of Nuclear Material**

The production manufacture enrichment conditioning processing reprocessing use storage handling or disposal of Nuclear Material

**26 Failure of a System**

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including 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

**27 System**

System shall include 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

**28 Microchip**

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

**29 Virus**

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised 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

**30 Terrorism**

In Great Britain and Northern Ireland Terrorism shall mean

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism shall mean

any act including but not limited to the use of force or violence or the threat 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

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear

**Applicable to Terrorism Insurance**

**31 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

**32 Damage**

Physical loss physical destruction or physical damage

**33 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 or network services or network connectivity or information systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**34 Great Britain**

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

**35 Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the insured or not

**36 Nuclear Installation**

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

- A) the production or use of atomic energy or



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

### 37 Nuclear Reactor

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

### 38 Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception

### 39 Private Individual

Any person other than

- A) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- B) a person who owns Residential Property for the purpose of their business as a sole trader

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/ or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured

### 40 Residential Property

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

### 41 Virus or Similar Mechanism

Any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

### Applicable to JCT Clause 6.5.1 Insurance (or equivalent)

#### 42 Relevant Contract

The contract described in the Business

#### 43 Works

All work executed or to be executed under the Relevant Contract

### THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Contractors' 'All Risks' - (CAR) Insurance

The Company will indemnify the Insured by payment for the amount of or at the Company's option by repair reinstatement or replacement of Damage to the Property Insured arising during the Period of Insurance from any cause whatsoever which is not specified in the Exclusions

Provided that

- 1 such Property Insured belongs to or is the responsibility of the Insured
- 2 the Insured's Contribution will be payable before the Company shall become liable to make any payment
- 3 the measure of indemnity shall be the cost of repair reinstatement or replacement by similar property less an appropriate deduction for wear and tear
- 4 the liability of the Company will not exceed
  - A) the Sum Insured applicable to each Item
  - B) the Sum Insured where more than one Item is included but no individual Sums Insured are shown

inclusive of any payment or payments under Extension 4 relating to Damage to the Property Insured under such Item

### Exclusions to Contractors' 'All Risks' - (CAR) Insurance

The indemnity will not apply to

#### 1 Contractual Agreement

Damage for which the Insured is relieved of responsibility under any contractual agreement

#### 2 Other Insurances

Damage to

- A) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
- B) any water-borne craft or thing intended to be water-borne or aircraft or other aerial devices or any property therein or thereon
- C) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act but this Exclusion shall not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the site of the Contract as a tool of trade or while it is being carried to or from such site
- D) any item of machinery plant tools or equipment caused by its own breakdown or its own explosion
- E) any property (including that being altered or repaired) existing at the time of the commencement of the Contract other than materials supplied and delivered for incorporation in the works

- F) the permanent works or any part thereof
- 1) in respect of which a certificate of completion has been issued by or to the Insured or
  - 2) which has been completed and handed over or
  - 3) which has been taken into use with the permission of the Insured for a purpose other than for the performance of the Contract or
  - 4) which on a Speculative Development arises after Substantial Completion

except as provided by Extensions 2 3 and 8

- G) any Property Insured by Items 2 3 and 4 while such property is away from the site of any Contract unless it is temporarily
- 1) at permanent premises of the Insured or
  - 2) stored in a locked premises compound or garage or
  - 3) in transit

### 3 Defective Property

- A) loss of or damage to and the cost necessary to replace repair or rectify
- (i) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
  - (ii) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (i) above

Exclusion (i) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof

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

- B) loss of or damage to and the cost necessary to replace repair any Property Insured which is defective by reason of wear tear rust mildew corrosion oxidation or other gradual deterioration
- C) the cost of normal upkeep or normal making good

### 4 Penalties Under Contract

penalties under contract for delay or non-completion or loss of any nature whatsoever except as otherwise specifically provided by this Policy

### 5 Disappearance or Shortage

loss of property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable Event

### 6 War and Allied Risks

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 confiscation commandeering nationalisation or 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

### 7 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

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

### 8 Sonic Bangs

Damage directly occasioned by pressure caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 9 Terrorism

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 civil commotion

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

In any action suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

### 10 Nuclear Material

Damage to

- A) Nuclear Material
- B) Any constructional work including decommissioning in or of any building plant equipment or other property which has been used or is designated to be used for the Production or Use of Nuclear Material without the prior agreement of the Company

### 11 Electronic Risk

- A) Damage 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) Damage to the Property Insured 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 any to any diminution in the performance of any website or electronic means of communication
- 4) Failure of a System
- 5) Any of the matters described in paragraph A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage to the Property Insured caused by 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 landslide provided that such Damage does not arise by reason of any malicious act or omission

## 12 Consequential Loss

consequential loss of any kind or description except as otherwise specifically provided by this Policy

### Extensions to Contractors' 'All Risks' - (CAR) Insurance

(each of which is subject otherwise to the terms of this Policy)

#### 1 Automatic reinstatement following claim

The Sums Insured will not be reduced by the amount of any claim

In consideration of this Extension where a claim exceeds £100,000 the Insured shall pay an additional premium at a rate to be agreed on the amount of each such claim for the period from the date of the incident to the date of the expiry of the Period of Insurance and any such additional premium will be disregarded for the purpose of any adjustment of premium under General Condition 6

#### 2 Sub-contract works

The reference under Exclusion 2 F) herein to a certificate of completion will be deemed not to apply to a certificate

of completion issued in respect of sub-contract work or works where such a certificate is issued inter alia to transfer responsibility for such work or works to the Insured

#### 3 Maintenance or Defects Liability period

Notwithstanding the provisions of Exclusion 2 F) the Company will indemnify the Insured for Damage to the permanent works or any part thereof for which the contractor is responsible occurring during any maintenance or defects liability period not exceeding 12 months or as specified in the schedule

- A) arising from a cause occurring prior to the commencement of the maintenance period or
- B) caused by the contractor in the course of any operations they or their sub-contractor carry out at the contract site for the purpose of remedying any defect or otherwise fulfilling their maintenance obligations under the terms of the Contract

#### 4 Professional fees

The Company will indemnify the Insured for architects' surveyors' and consulting engineers' fees necessarily incurred in the repair reinstatement or replacement of the Property Insured consequent upon Damage thereto for which Indemnity is provided by this Insurance (but not for preparing any claim) The amount payable for such fees shall not exceed that authorised under the scales of the various institutes and bodies regulating such charges

The Company's liability under this Extension shall not exceed 15% of the Estimated Contract Price

#### 5 Debris removal

The Company will indemnify the Insured for costs and expenses necessarily incurred by the Insured with the consent of the Company in respect of

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|--|---|--|
| <ol style="list-style-type: none"> <li>A) debris removal and disposal</li> <li>B) dismantling or demolition</li> <li>C) shoring up or propping</li> <li>D) cleaning or repairing drains and service mains on site</li> </ol> | } | of the portion or portions of the Property Insured subject to Damage |
|--|---|--|

resulting from any Damage for which indemnity is provided by this Insurance but excluding any costs or expenses arising from pollution or contamination of property not insured by this Insurance

The Company's liability under this Extension shall not exceed 10% of the Estimated Contract Price

#### 6 Public Authorities requirements

The Company will indemnify the Insured for such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with European Union legislation or building regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage provided that the reinstatement is completed within twelve months of the Damage or within such further time as the Company may in writing allow

Provided that the Company shall not be liable in respect of costs for

- A) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
- B) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the legislation regulations or requirements referred to

The Company's liability under this Extension shall not exceed 10% of the Estimated Contract Price

## 7 Principals clause

When the Insured is a contractor this Insurance extends to indemnify any employer of the Insured or principal of the Insured but only to the extent required by the contract between the Insured and the said employer or principal Provided that such employer or principal shall observe and be subject to the terms Exclusions and Conditions of the Insurance in so far as they can apply

## 8 Speculative Development (applicable to Item 1 only)

Notwithstanding Exclusion 2F)4) if the Contract involves Speculative Development the Insurance under this Item shall continue until Substantial Completion of the last building or unit on the site of the Contract pending transfer of ownership or letting

Damage to the contents of any building used as a showhouse showflat show office is subject to the terms of Extension 9

Nothing in this Extension shall be deemed to extend the Insurance beyond the date of expiration of the Policy

## 9 Showhouse contents

This Insurance is extended to include Damage to the contents of showhouses or showflats or show offices on the site of the Contract until sold provided that

- A) the liability of the company shall not exceed £50,000 in respect of any one unit
- B) during the period from 1st December to 1st March an efficient heating system shall be left on at all times or the water system drained
- C) Damage due to theft or malicious damage is restricted to that following forcible and violent entry or exit

## 10 Offsite storage (applicable to Item 1 only)

The Insurance under this Item in respect of materials or goods designated for incorporation in the contract works is extended to apply while such materials or goods are temporarily held in store away from the site of the Contract but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the works

The Company's liability under this Extension shall be limited to 15% of the Estimated Contract Price or £500,000 whichever is the less

## 11 Contract price increase (applicable to Item 1 only)

If the final price of the Contract exceeds the Sum Insured by Item 1 then the Sum Insured by this Item shall be increased proportionately to a figure not exceeding 125 per cent of the Sum Insured

## 12 Immobilised plant (applicable to Items 3 and 4 only)

The Insurance under these Items is extended to include the cost of recovery or withdrawal of constructional plant or equipment which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical electronic or mechanical breakdown or derangement but the Company shall not be liable under this Extension in respect of the cost of recovering plant situated underground

## 13 Other interests

The interest in the Property Insured of any party entering into an agreement with the Insured is noted in this Insurance to the extent that the agreement entered into with the Insured requires such interest to be noted and is in respect of that part of the Property Insured to which the agreement relates

## 14 Free issue materials (applicable to Item 1 only)

Reference to materials under this Item is deemed to include free issue materials provided that the value of such materials is included within both the Sum Insured and declaration of value in accordance with General Condition 6 of this Insurance

## 15 Plans and documents

The Company will indemnify the Insured for clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other Contract documents damaged within the Territorial Limits provided that the liability of the Company shall not exceed £50,000 in respect of any one occurrence of Damage

## 16 Expediting expenses (applicable to Item 1 only)

In the event of Damage to the Property Insured the cost of repair reinstatement or replacement admitted under this Insurance shall subject to the written consent of the Company include the additional costs of overtime weekend and shift working plant hire charges express delivery (including air freight) necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provided that the liability of the Company shall not exceed 25% of the final agreed amount of any claim before application of the Insured's Contribution Subject to a limit of £500,000

## 17 Contract period extension

In the event that the Contract is not fully completed by the last day of the Period of Insurance the Insurance shall be extended to the final completion date provided that written notification is given to the Company as soon as reasonably practicable but in any case within 30 days of the expiry of the Period of Insurance subject to any additional terms or premium the Company may require

## 18 72 Hour Clause

Where Damage of or to the Property Insured on any one Contract site arises during any one period of 72 consecutive hours caused by storm tempest flood or earthquake it shall be

deemed to be a single Event and therefore constitute one loss with regard to the application of the Insured's Contribution

## 19 Continuing Hire Charges

In the event of Damage to any Property Insured by Item 4 (Hired in Property giving rise to an admitted claim or one which would have been admitted but for the application of any Insured's Contribution the Company will indemnify the insured against payment of hire charges for which the Insured is responsible in connection with the item that has incurred Damage in respect of the period it cannot be used solely as a result of the Damage

Provided that

- A) The indemnity provided will not exceed that which would apply if the plant had been hired under the Model Conditions for the hiring of plant approved by The Construction Plant-hire Association
- B) The indemnity in respect of one occurrence of Damage will not exceed £50,000
- C) The indemnity will not apply after a period of 3 months commencing after the date of Damage
- D) The indemnity will not apply in respect of the first 3 working days during which the item of plant is out of use

It is further agreed that Exclusion 5 will not apply in the event of breakdown of such Hired in Property caused by the fault error or omission by the Insured provided that the Hired in Property shall be under forms of contract no more onerous than the Model Conditions for the hiring of plant approved by the Construction Plant-hire Association

## 20 Breakdown or Explosion

Notwithstanding the provisions of Exclusion 2D) the Company will indemnify the Insured for Damage to new and unused machinery other than prototype machinery forming part of the permanent works caused by its own electrical or mechanical breakdown or explosion during testing or commissioning provided that such Damage occurs within 14 days from the start of testing or commissioning

## 21 Additional Cost of Completion of Unbuilt Works

The Company will indemnify the Insured in the event of delay in completion of the Contract or any part thereof due solely to Damage to the Property Insured by Item 1 for which liability has been admitted (or would have been admitted but for the application of the Insured's Contribution) against the additional amount by which the cost of the Property Insured by Item 1 uncommenced at the date of the Damage shall exceed the cost which would have been incurred but for the Damage

Provided that such additional amount shall not exceed 10% of the Estimated Contract Price or £1,000,000 whichever is the less The Company shall not be liable for the first 10% of each and every claim subject to a minimum Insured's Contribution under this Extension of £10,000

This Extension does not include any amount

- A) which would have been incurred irrespective of whether the Damage had occurred
- B) incurred solely to expedite the completion of the Contract or any part of the Contract at an earlier date than would have been attained had the Damage not occurred

- C) incurred in redesigning altering adding to or improving the Property Insured by Item 1 or rectification of defects or faults or elimination of any deficiencies carried out after the occurrence of Damage or any increase in costs as a result of such redesigning alteration addition or improvement
- D) resulting from any delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the Property Insured suffering Damage
- E) in respect of any
  - i) additional insurance premiums
  - ii) management expenses and/or overheads of any kind whatsoever
  - iii) idle time plant and labour costs
  - iv) additional finance charges or legal expenses
  - v) out of sequence working
- F) arising from or in respect of any other consequential losses not specifically provided for herein
- G) incurred which is specified elsewhere in the Policy

## 22 Loss Mitigation Costs

The company will indemnify the Insured for costs incurred in taking reasonable but exceptional emergency measures to avoid or mitigate impending Damage which would have resulted in a claim under the Policy

Provided that

- A) the impending Damage did not arise from any defect in the Property Insured
- B) the impending Damage did not arise from any reasonably foreseeable cause
- C) the Damage indemnifiable under the policy would have been the natural outcome in the absence of such measures
- D) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- E) the amount payable under this Extension shall be no greater than the indemnifiable cost of Damage which would have occurred had the measures not been taken but shall not exceed £100,000

## Additional Conditions applicable to Contractors' 'All Risks' - (CAR) Insurance only

### 1 Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 90 days the insurance provided shall be suspended at the end of the ninetieth day unless specifically agreed by the Company in writing

### 2 Statutory Inspection

The Insured shall ensure that all plant and equipment requiring inspection under any Statute or order is so inspected

### 3 Access to Property

The Insured shall give to the Company and every person authorised by the Company access to the Property Insured at all reasonable times

### 4 Action by the Insured

On the happening of any Damage the Insured shall

- A) notify the Company in writing immediately
- B) inform the police immediately if the Damage is caused by thieves or malicious persons
- C) within seven days of its happening provide the Company with full details of Damage by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances
- D) send to the Company a written claim not later than thirty days or such further time as the Company may in writing allow after the Damage has happened providing at the Insured's own expense all the detailed particulars and evidence regarding the cause and amount of the claim as the Company may reasonably require together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
- E) do with due diligence and concur in doing and permit to be done all things which may be reasonably practicable to avoid or diminish the Damage and to prevent repetition

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### 5 Rights of the Company

- A) The Company shall be entitled without incurring any liability under the Policy to
  - 1) enter any building or premises where Damage has happened and take and keep possession of the Property Insured
  - 2) deal with salvage in any reasonable way

but no property may be abandoned to the Company

- B) If the Company elects or becomes bound to reinstate or replace any Property Insured the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon
- C) This Policy shall be proof that the Insured has given the Company the licence and authority that it may need to exercise its rights under this Condition

### 6 Rights of Recovery

Any claimant under this Policy shall at the request and at the expense of the Company take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Company

The Company will not pursue any rights

- A) against any Company being Holding of or Subsidiary to the Insured or any Company which is a Subsidiary of a Holding Company of which the Insured is also a Subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986
- B) against any sub-contractor engaged by the Insured if the Contract is being performed under the JCT Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions (or the equivalent thereof)

but this shall only apply to the extent that such waiver of rights is required in the above mentioned Amendments and only in so far as such a waiver is required by the sub-contract

### 7 Adjustment

Any information provided to the Company in accordance with General Condition 6 relating to turnover or final contract values shall include

- 1) the value of any materials and equipment provided by the employer or principal for incorporation in the Contract
- 2) professional fees incurred in the design and construction of the Contract
- 3) Value Added Tax which is irrecoverable by the Insured

### 8 Joint Code of Practice

Where the original Estimated Contract Price exceeds £3,000,000 the Insured undertakes to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Eighth Edition dated July 2012 or any subsequent amendment to or revised edition thereof current at inception of the Policy hereinafter referred to as The Joint Code.

The appointed representative of the Company shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event of the Company becoming aware of a breach of The Joint Code, the Company may inform the construction site management of the nature of the breach specifying the remedial measures required by the Company (the Remedial Measures) and the period within which these must be completed.

Where the Company considers such a breach is of sufficient importance the Company may confirm the same by notice in writing to the Insured

Under the terms of this or any subsequent notice the Company may suspend or cancel all cover at the contract site concerned from the date named in the notice not being a date earlier than the date named for completion of the Remedial Measures it being

understood that upon suspension such cover shall be reinstated when the Company is satisfied that the Remedial Measures have been completed. Such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand.

This Condition shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice, waive or remove the rights of the Company under the terms of other Policy Exclusions and Conditions.

This Condition does not apply to any other class of insurance provided by this policy. In the event of cancellation only the Company agrees to return a pro-rata proportion of the relevant part of the policy premium

## 9 Munitions of War

Exclusion 6 – War and Allied Risks – will not apply to Damage to the Property Insured from or occasioned by the detonation of munitions of war or parts thereof in or about the vicinity of the Contract Site providing that the presence of such munitions does not result from a state of war current at the time of such Damage

## 10 Marine/non-Marine loss sharing

Where separate marine cargo insurance has been effected by the Insured it is agreed that in the event of indemnifiable Damage to the Property Insured being discovered after the termination of the marine cargo insurance and if after proper investigation it is not possible to ascertain whether the cause of such Damage happened prior to the termination of the transit or subsequently it is understood and agreed that subject to the marine cargo Insurers agreeing to contribute 50% of the properly adjusted claim the Company shall contribute 50% of the claim Such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between the Company and the marine cargo in the light of the terms and conditions of the respective policies

It is further agreed that in the event of a claim being adjusted under the terms of this Condition the Excess to be borne by the Insured shall be 50% of the amount stated in the Schedule in respect of each and every occurrence

## 11 Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted) such difference to be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions at that time in force

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

## 12 Series Defects

If the development or discovery of a defect in any part of the Property Insured by Item 1 shall indicate or suggest that similar defects exist in other parts of the said property the Insured shall forthwith investigate and if necessary rectify the defects in such other parts at his own expense or alternatively bear all losses arising out of the said defects.

# Terrorism Insurance

Notwithstanding any provisions to the contrary within this Policy the insurance in respect of all items insured by the Insurances shown as operative in the Terrorism Insurance section of the Schedule is extended to include Terrorism Insurance as specified below

This Policy includes Damage or loss resulting from Damage to the Property Insured and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy whilst situate within the applicable Territory stated below caused by or resulting from an Act of Terrorism

provided always that Terrorism Insurance is

- A) subject to Exclusions 1 – 4 below
- B) not subject to any other exclusions stated in this Policy

provided also that the Company's liability in any one Period of Insurance shall not exceed

- A) in the whole the total sum insured
- B) in respect of any item its sum insured or any other stated limit of liability specified in the Schedule or elsewhere in the Policy

whichever is the lower subject always to the Limit of Liability in respect of the Territory stated below after the application of all the provisions of the insurance including any Insured's Contribution

### Territory

### Limit of Liability

Great Britain	As otherwise specified in this Policy
Elsewhere in the world	Not Insured

### Exclusions to Terrorism Insurance

Terrorism Insurance does not cover

#### 1 Riot Civil Commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of 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 Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- A) the alteration modification distortion corruption of or Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)

or

- B) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

**3 Nuclear Installation or Nuclear Reactor**

any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor

**4 Nuclear Risks and Chemical Biological and Radiological Contamination**

in respect of Residential Property insured in the name of a Private Individual any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants contaminants or pollutants

**Conditions applicable to Terrorism Insurance**

- 1 In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured
- 2 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- 3 If this Policy is subject to any Long Term Agreement / Undertaking it does not apply to Terrorism Insurance

All the terms Definitions provisions Conditions and Extensions of the Policy apply except in so far as they are hereby expressly varied

## Liability Insurance

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE****Section 1 Employers' Liability - Not Insured****Section 2 Public/Products Liability**

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
  - D) wrongful arrest or false imprisonment

happening during any Period of Insurance in connection with the Business

- 2 in respect of
  - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

**General Provisions**

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment



- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

The total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein

## Exclusions to Section 2

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
- 1) the use of plant as a tool of trade on site
  - 2) the use of plant at the premises of the Insured
  - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

### 2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

### 3 Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents

- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
- 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

### 4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

### 5 Product Defects or Recall

- A) in respect of loss of or damage to any
- 1) product supplied
  - 2) contract work executed
- } by the Insured
- caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
- 1) product supplied
  - 2) contract work executed
- } by the Insured
- necessitated by any defect therein or the unsuitability thereof for its intended purpose

### 6 Professional Risks

arising from or in connection with

- A) advice
- B) design
- C) specification
- } provided for a fee

### 7 Contractual Liability

arising from or in connection with any

- 1) product supplied
  - 2) contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

**8 Fines or Penalties**

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

**9 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

**10 War and Allied Risks**

arising from 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

**11 Asbestos**

of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Containing Materials or Asbestos Dust

**12 Airside**

arising out of work undertaken Airside

**Extensions to Section 2 (each of which is subject otherwise to the terms of this Policy)****1 Cross Liabilities**

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

**2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company 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

**3 Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- E) arising out of use of any Vehicle whilst Airside

**4 Overseas Personal Liability**

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

**5 Data Protection Act 1998**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal information
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

## 6 Defective Premises Act

This Policy will include an indemnity to the Insured in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

## 7 Clean Up Costs

In the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of

- 1 Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 2
  - i) costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval
  - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Insured by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

The indemnity provided by this Extension shall not exceed the Limit of Liability and will not apply to costs (including Clean Up Costs)

- A) incurred in achieving any improvement betterment or alteration in any original property
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured
- C) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- D) arising out of a genetically modified organism
- E) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Insured of £2,500 and a maximum contribution of £25,000
- F) arising solely from the Insureds liability under legislation operating in any part of Great Britain Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009
- G) for incidents happening in North America or where a claim is brought in North America

Provided that

- 1) all costs covered under 1 and 2 above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere

- 2) the total amount payable under this Extension shall not exceed £250,000

For the purposes of this Extension

Clean Up Costs shall mean the costs reasonably incurred

- A) by a government agency or regulatory body
- B) the Insured with the written consent of the Company where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Insured is legally responsible

Sudden Pollution or Contamination Incident shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland and the Channel Islands or the Isle of Man during the Period of Insurance

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### Section 3 – Legal Defence Costs

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under Section 1 or 2 insured under this Policy the Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's prior written approval
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Part A and B below

#### Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007

**Part B**

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987
- 3 Part II of the Food Safety Act 1990
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007

**General Provisions**

Provided that

in respect of part A and B

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Insured
    - 2) any partner or director of the Insured
    - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section
 which could reasonably have been expected to constitute a breach of the legislation specified in this Section
  - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment

The Company will then relinquish control of such claims and be under no further liability in respect thereof

- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

**Special Provision**

The Company shall pass notification to an independent third party service provider with whom the company has an agreement which shall thereafter administer claims settlement on the Company's behalf

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

**JCT Clause 6.5.1 Insurance (or equivalent)**

The Company will indemnify the Insured in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of injury to any Property or damage to any Property happening during the Period of Insurance and caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of in the course of or by reason of the carrying out of the Works

**Provided that**

- 1 the Insured's Contribution will be payable before the Company shall become liable to make any payment
- 2 the liability of the Company under this Insurance shall not exceed the Limit of Indemnity in respect of any one Event but the Company will in addition pay all costs and expenses incurred with its written consent in the defence investigation or settlement of any claim
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

**Exclusions to JCT Clause 6.5.1 Insurance (or equivalent)**

The indemnity will not apply in respect of

- 1 **Other Insurances and Inevitable Damage**

injury or damage

  - A) for which the Contractor is liable under Clause 6.2 or any equivalent thereof
  - B) attributable to errors or omissions in the designing of the Works
  - C) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
  - D) which is the responsibility of the Employer under the provisions of Schedule 3 Insurance Option C paragraph C.1 of the JCT Standard Form of Building Contract (2005 Edition) or any equivalent thereof

**2 Damage to Works and Site Materials**

damage to the Works and site materials brought on to the site of the Relevant Contract for the purpose of its execution except in so far as any part or parts thereof are the subject of a practical completion certificate

**3 Breach of Contract**

any costs or expenses incurred by the Employer or any other sum payable by way of damages for breach of contract except to the

extent that such costs or expenses would have attached in the absence of any contract

#### **4 Sonic Bangs**

damage to property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

#### **5 Radioactive Contamination**

any expense liability loss claim or proceedings of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

#### **6 War and Allied Risks**

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

#### **7 Pollution or Contamination**

injury or damage to property directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

this Exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered for the purposes of this Insurance to have occurred at the time such incident takes place

# Complaints Procedure

## Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

The Head of Compliance  
RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

## Our promise to you

### We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### **Who we are**

This product is underwritten by RSA Insurance Ireland DAC

You are giving your information to RSA Insurance Ireland DAC and RSA Northern Ireland Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider:

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Head of Compliance  
RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

RSA Insurance Ireland DAC is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandycroft Road, Dublin 16, Ireland and regulated by the Central Bank of Ireland.