



TRADESPEOPLE

Policy

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THIS POLICY (AND THE STATEMENT OF FACT AND THE SCHEDULE WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT MEET YOUR REQUIREMENTS YOU MUST CONTACT YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

ANY FACTS WHICH WE HAVE TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS POLICY AND ANY SUBSEQUENT CHANGES TO THOSE FACTS NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT YOU MUST CONTACT YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

About Your insurance Policy

Your insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact** and the **Schedule** which shows the sums insured, **Our Limits of Liability**, the premium **You** will pay and any other terms which apply to **Your Policy**.

You should read the **Statement of Fact**, **Schedule** and the **Policy** wording together to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy** and are listed under "Definitions" at the end of the **Policy**.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

The insurance contract

This insurance **Policy** is a legal contract between **You** and **Us**. The contract is based on the information **You** gave **Us** when **You** applied for the insurance and any subsequent information which **You** have supplied.

We will provide cover for the Insurances shown on **Your Schedule** for the **Period of Insurance** subject to all the terms, conditions and exclusions of this **Policy**. **You** must pay the premium for the **Period of Insurance** and comply with all of the **Policy** conditions.

If **You** do not meet **Your** part of the contract **We** may turn down a claim or reduce the amount **We** pay for a claim.

This **Policy** has been issued by Royal & Sun Alliance Insurance plc.

Customer Care Services

As part of **Our** commitment to customer care **We** have provided additional services to help **You** when **You** need it most.

Claims Helpline

We recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline**

0845 300 4006

(Please quote **Your Policy Number**)

Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

01455 251500

(Please quote reference number **70108**)

Liabilities Insurance

Section I Employers' Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**

A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by **You** in the **Business**

2 in respect of

A) claimants costs and expenses which **You** are 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** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for 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 Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 **Radioactive Contamination**

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

i) that of any principal

ii) accepted under an agreement without which the legal liability would not exist.

2 **Road Traffic Legislation**

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3 **Fines or Penalties**

Any legal liability 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.

Extensions to Section I

THIS INSURANCE ALSO COVERS

What is covered

1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any Court situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgement provided that

- A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
- B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**
- C) there is no on-going, planned or outstanding appeal
- D) the **Employee** or their personal representative shall assign the judgement to **Us**.

3 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

What is not covered

Employers' Liability – How We settle claims

How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

The most We will pay

Our liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

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.

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **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 **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your 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 **Us** and **You**.

Section 2 Public Liability/Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
 - 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 **You** are 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** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for 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 Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at **Your** premises
 - iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

- 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

Any legal 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 **You** in the **Business**.

3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

What is covered

What is not covered

4 Pollution or Contamination

Any legal liability 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**. All pollution and contamination which arises out of one incident shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such incident takes place.

5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

8 Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**

in premises disposed of by **You**.

9 Fines or Penalties

Any legal liability 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.

What is covered

What is not covered

10 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks

Any legal liability 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.

12 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust or Asbestos Containing Materials**.

13 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**.

14 Aircraft Products

Any legal liability arising from **Aircraft Products**.

15 Contribution

Your Contribution as shown in the **Schedule** in respect of

A) the claimants damages

B) the claimants costs and expenses.

Extensions to Section 2

THIS INSURANCE ALSO COVERS

What is covered

1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

3 Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage to Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

4 Personal Legal Liabilities whilst Overseas

We will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

5 Data Protection Act 1998

Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that

- A) **You** are registered in accordance with the terms of the Act, or
- B) **You** have applied for registration and it has not been refused or withdrawn
- C) **You** have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at **Your** request **Your** directors, partners or **Employees** under this Extension.

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

6 Defective Premises Act

Your legal liability in respect of **Injury** or **Damage to Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

7 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

What is not covered

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
 - 1 Any legal liability arising out of
 - A) the ownership or occupation of land or buildings
 - B) where cover is provided by any other insurance policy
 - C) all exclusions shown under 'What is not covered'.
- 1 Any legal liability **You** have to pay fines or penalties.
- 2 The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.
- 3 Where cover is provided by any other insurance.
- 4 Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- 5 Any claim arising from or caused by circumstances notified to any of **Your** previous insurers.
- 6 Any claim arising from circumstances known to **You** at the time **You** took out this Insurance.

Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Contribution as shown in the **Schedule** is payable before **We** will be liable to make any payment.

The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **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 **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **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 **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

North America Claims

In respect of claims happening or where a claim is brought in **North America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- and
- ii) the health, safety and welfare of a director, partner or **Person Employed**.

Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- and
- ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**
- B) a breach of Part II of the Consumer Protection Act 1987
 - C) a breach of Part II of the Food Safety Act 1990.

What is not covered

1 Fines or Penalties

- A) Fines or penalties of any kind.
- 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 awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

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**.

1 Fines or Penalties

- A) Fines or penalties of any kind.
- 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 awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

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**.

Legal Defence Costs – how We settle claims

How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

We shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Tools and Equipment Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

- 1 Damage to Tools and Equipment.

What is not covered

- 1 Your Contribution as shown in the Schedule.
- 2 Damage occurring outside the Territorial Limits.
- 3 Any item with a value in excess of the Single Article Limit shown in the Schedule.
- 4 Any claim in excess of the Per Person Limit shown in the Schedule.
- 5 Any Property that is insured on another policy.
- 6 Damage due to theft or attempted theft of unattended Tools and Equipment from any vehicle left unattended for the night.
- 7 Damage due to theft or attempted theft of unattended Tools and Equipment unless the Property is
 - A) concealed out of sight in a securely locked vehicle and all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are lockedor
 - B) contained in a securely locked trailer or room and there is evidence of forcible or violent entry or access to the vehicle, trailer or room.
- 8 Damage caused by delay, confiscation or detention by order of any Government or Public Authority.
- 9 Damage as a result of any person obtaining any Property by deception.
- 10 Damage caused by pollution or contamination.
- 11 Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 12 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 13 Damage commencing prior to the granting of cover under this Insurance.
- 14 Damage caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the Water Table Levelbut not subsequent Damage which itself results from other Damage which is covered by this Insurance
 - C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - D) change in temperature, colour, flavour, texture or finish

What is covered

What is not covered

E) mechanical or electrical breakdown, failure or derangement
but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

15 **Damage** to any **Tools and Equipment** let out on hire.

16 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

17 **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

18 **Damage** 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

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 of it.

19 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power:

20 A) **Damage** to **Data** which shall include but shall not be limited to

i) **Damage** to or corruption of **Data** whether in whole or in part

ii) unauthorised appropriation of use of access to or modification of **Data**

iii) unauthorised transmission of **Data** to any third parties

iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**

v) **Damage** arising out of any operator error in respect of **Data**.

B) **Damage** to **Property** arising directly or indirectly from

i) the transmission or impact of any **Virus**

ii) unauthorised access to a **System**

iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication

iv) **Failure of a System**

v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

What is covered

What is not covered

21 Terrorism

Damage caused 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
 - 1) riot or civil commotion
 - 2) strikers, locked out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance 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 **Great Britain** and Northern Ireland Terrorism means

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 this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

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.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

Extension to Cover – Tools in Vehicle Overnight

IF TOOLS IN VEHICLE OVERNIGHT IS SHOWN AS INCLUDED IN THE SCHEDULE THIS INSURANCE ALSO COVERS

What is covered

I Tools in Vehicle Overnight

Damage due to theft or attempted theft of unattended **Tools and Equipment** from any vehicle left unattended for the night

provided that the vehicle

- A) is kept in a securely locked garage or compound
- B) has in full and effective operation
 - i) an automatically activating immobilizer and
 - ii) an automatically setting security alarm installed and certified by a Vehicle Security Inspection Board accredited installer. Such alarm must comply with Thatcham Category 2 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle.

Exclusion 6 of 'What is not covered' is deleted.

What is not covered

- I Your Contribution** as shown in the Schedule.

Tools and Equipment Insurance – how We settle claims

If **Tools and Equipment** suffer **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable sum insured or **Limit of Liability** shown in the **Schedule**.

We will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Contractor's All Risks Insurance

THE FOLLOWING INSURANCE SECTIONS ONLY APPLY WHERE THEY ARE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Section I – Contract Works

- I **Damage to the Permanent and Temporary Works** for which **You** are responsible occurring
- A) on the **Contract** site
 - B) in transit by road, rail or inland waterway to or from the **Contract** site.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits**.
- 3 **Contracts in excess of the Sum Insured**
Damage to Permanent and Temporary Works which are the subject of any **Contract** with a value at commencement in excess of the Sum Insured shown in the **Schedule**.
- 4 **Existing Structures**
Damage to any property forming or which formed the whole or part of any building or structure existing prior to the start of the **Contract**.
- 5 **Completion**
Damage to the permanent works or any part of them
 - A) in respect of which a Certificate of Completion has been issued by or to **You** or
 - B) which has been completed and handed over or
 - C) which has been taken into use with **Your** permission for a purpose other than for the performance of the **Contract** or
 - D) which on a **Speculative Development** arises after **Substantial Completion**.
 except as provided by Extensions to Cover I.
- 6 **Defective Property**
The cost of repairing, replacing or rectifying **Defective Property** or **Permanent and Temporary Works** which relies for its support or stability on any **Defective Property**.
- 7 **Penalties under Contract**
Penalties under **Contract** for delay or non-completion or any loss caused by or arising from such penalties.
- 8 **Relief under Contract**
Damage for which **You** are relieved of responsibility under any contractual agreement.
- 9 **Non-Ferrous Metals**
Theft of unfixed non-ferrous metals of any description unless
 - A) an authorised **Employee** or agent appointed by **You** is on the **Contract** site at the time of the theft
 or
 - B) such property is contained within a securely locked hut or building.

What is covered

Section 2 – Own Plant

- I **Damage to Own Plant** occurring whilst in **Your** custody and control.

What is not covered

10 Nuclear Site Risks

Damage to Nuclear Material or any constructional work including decommissioning in or of any building, plant, equipment or other property which has been used is used or is designated to be used for the **Production or Use of Nuclear Material** without **Our** prior agreement.

- I **Your Contribution** as shown in the **Schedule**.

- 2 **Damage** occurring outside the **Territorial Limits** or at any **Contract** site not insured by this **Policy**.

3 Plant Offsite

Damage to Own Plant while such property is away from any **Contract** site unless it is temporarily

- A) stored in a locked premises, compound or garage or
- B) in transit but excluding
 - i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
 - ii) any loss from any vehicle which is away from the site of any **Contract** between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.

4 Breakdown

Damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.

5 Motor Vehicles

Damage to

- A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
- B) any mechanically propelled vehicle or plant that is otherwise insured

but not **Damage** to any mechanically propelled vehicle or plant which at the time of the **Damage** is being used at the **Contract Site** as a tool of trade or while it is being carried to or from such site.

6 Airborne or Waterborne Risks

Damage to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.

What is covered

Section 3 – Hired-In Plant

- I **Your** legal liability under the terms of **Your** hiring agreement to pay compensation for **Damage** to **Hired-In Plant** whilst in **Your** custody and control.

What is not covered

- I **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits** or at any **Contract** site not insured by this **Policy**.
- 3 **Plant Offsite**
Damage to **Hired-In Plant** while such property is away from any **Contract** site unless it is temporarily
 - A) stored in a locked premises, compound or garage or
 - B) in transit but excluding
 - i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
 - ii) any loss from any vehicle which is away from the site of any **Contract** between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.
- 4 **Breakdown**
Damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.
- 5 **Motor Vehicles**
Damage to
 - A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
 - B) any mechanically propelled vehicle or plant that is otherwise insuredbut not **Damage** to any mechanically propelled vehicle or plant which at the time of the **Damage** is being used at the **Contract Site** as a tool of trade or while it is being carried to or from such site.
- 6 **Airborne or Waterborne Risks**
Damage to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.

What is covered

What is not covered

THIS INSURANCE ALSO DOES NOT COVER IN RESPECT OF SECTIONS 1, 2 AND 3

1 Normal Upkeep

The cost of normal upkeep or normal making good.

2 Wear and Tear

The costs making good by reason of wear, tear, rust, mildew or other gradual deterioration.

3 Money

Damage to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps.

4 Disappearance or Shortage

Damage to Property Insured 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**.

5 War and Allied Risks

Damage caused by 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.

6 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

- 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 of it.

7 Sonic Bangs

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

8 Failure of a System

Damage caused directly or indirectly by any **Failure of a System** resulting in **Damage** (whether direct or indirect) to any such **System** or to any other **Property Insured** unless **Damage** results from a **Defined Peril**.

9 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event continuing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

What is covered

What is not covered

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

In **Great Britain** and Northern Ireland, Terrorism means

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 this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

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.

In any action suit or other proceedings **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

10 Electronic Risk

- A) **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Maintenance or Defects Liability Period and I.C.E. Standard Conditions of Contract

We will cover **You** for **Damage** to the permanent works or any part of them during

- A) any maintenance or defects liability period not exceeding 12 months duration or as otherwise specified in the **Schedule** but only in respect of **Damage** for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance period
- B) a period of 14 days after the Engineer has issued a Certificate of Completion where required under Clause 21 of the Institute of Civil Engineers' Contract Conditions (Fifth Edition) if applicable (or any subsequent revision or substitution thereof)

or for **Damage** to

- i) work actually being undertaken during such maintenance period solely in connection with **Your** obligations under the **Contract** to remedy a defect or complete any snagging list and
- ii) any constructional plant insured under Section 2 or 3 for use in connection with such work.

2 Offsite Storage

(applicable to Section 1 only)

Materials or goods designated for incorporation in the **Permanent and Temporary Works** while temporarily held in storage away from the site of the **Contract** up to the point of their incorporation in the works.

3 Contract Price Increase

(applicable to Section 1 only)

If the final price of the **Contract** exceeds the Sum Insured shown in the **Schedule** for **Permanent and Temporary Works** then the Sum Insured shall be increased proportionately.

4 Immobilised Plant

(applicable to Sections 2 and 3 only)

The cost of recovery or withdrawal of **Own Plant** or **Hired-In Plant** which is unintentionally immobilised.

What is not covered

- 1 Materials or goods being worked on in order to complete the contract.
- 2 Any amount in excess of 15% of the Sum Insured for **Permanent and Temporary Works** shown in the **Schedule** or £25,000 whichever is the lower amount in respect of materials and goods stored at any one location.

This limit does not apply where and to the extent that it is necessary for **You** to comply with Clauses 16 and 30.3 of the JCT Conditions of Contract or Clause 54(3) of the ICE Form of Contract or any equivalent contract conditions.

- 1 Any amount exceeding 125% of the Sum Insured for **Permanent and Temporary Works** shown in the **Schedule**.
- 1 Recovery or withdrawal necessitated solely by reason of electrical or mechanical breakdown or derangement.

What is covered

5 Other Interests

The interest in the **Property Insured** of any party entering into an agreement with **You** (or any principal of **Yours**) is noted in this insurance to the extent that the agreement entered into with **You** (or any principal of **Yours**) requires such interest to be noted and is in respect of that part of the **Property Insured** to which the agreement relates.

6 Indemnity to Principals

We will indemnify any employer or principal of **Yours** in respect of the cover provided by this Insurance but only to the extent required by the contract between **You** and such employer or principal provided that the employer or principal shall observe and be subject to the terms, exceptions and conditions of the insurance in so far as they can apply.

What is not covered

Contractor's All Risks Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** as covered under this Insurance during the **Period of Insurance** We will pay **You** the amount of loss or at our option repair, reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable Sum Insured or **Limit of Liability** shown in the **Schedule**.

How We settle claims for Damage to Contract Works

As long as the **Damage** is covered under this **Insurance** We will pay **You**

Cost A

The cost of repair, reinstatement or replacement by similar **Property** less an appropriate deduction for wear and tear.

Cost B

The cost of complying with **Public Authorities** requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
- 2 within such further time as **We** may allow in writing

excluding

- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
- 2 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 above regulations or requirements.

Cost C

The cost of removing debris which is the cost incurred with **Our** consent in

- 1 removing and disposing of debris
- 2 dismantling or demolishing
- 3 shoring up or propping
- 4 cleaning or repairing drains and service mains on site

of the portion or portions of the **Permanent and Temporary Works** subject to **Damage**

excluding any costs or expenses arising from pollution or contamination of **Property** not insured by this Insurance.

Cost D

The cost of professional fees which are architects', surveyors and consulting engineers' fees necessarily incurred in the repair, reinstatement or replacement of the **Permanent and Temporary Works**

excluding fees

- 1 incurred for preparing any claims
- 2 that exceed those authorised under the scales of the various institutes and bodies regulating such charges.

How We settle claims for Damage to Own Plant and Hired-In Plant

As long as the **Damage** is covered under this Insurance **We** will pay **You** the cost of repair, reinstatement or replacement by similar **Property** less an appropriate deduction for wear and tear provided that **Our** liability shall not exceed the applicable Sum Insured or **Limit of Liability** shown in the **Schedule**.

Other considerations when settling any claims under this Insurance

Automatic reinstatement following a claim

The sums insured (or any other restriction on the amount of **Our** liability) will not be reduced by the amount of any claim provided that **You** shall pay an additional premium at a rate to be agreed on the amount of each claim for the period from the occurrence of **Damage** to the date of the expiry of the **Period of Insurance**.

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Sub-Contract Works

For any **Contract** where **You** are acting as the main contractor 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 transfers responsibility for such works to **You**.

Series Losses

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 constitute one loss with regard to the application of **Your** **Contribution**.

Defective Property

Property Insured shall not be regarded as having suffered **Damage** solely by virtue of the existence of **Defective Property**.

Expediting Expenses

The cost of replacement or repair or reinstatement payable under this Insurance shall subject to **Our** written consent include the additional costs of overtime, weekend and shift working, plant hire charges or express delivery (including air freight) necessarily incurred in expediting repair, reinstatement or replacement of such **Damage** up to £50,000 in respect of any one occurrence of **Damage**.

Rights of Recovery

Any claimant under this **Policy** shall at **Our** request and at **Our** expense take and permit to be taken all necessary steps in **Your** name for enforcing rights against any other party before or after any payment is made by **Us**.

We will not pursue any rights against

- 1 any company being parent of or subsidiary to **You** or any company which is a subsidiary of a parent company of which **You** are 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
- 2 any sub-contractor engaged by **You** 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 subrogation is required in the above mentioned Amendments and only in so far as such waiver is required by the sub-contract.

Requirements which You must comply with to benefit from cover under this Insurance

Statutory Inspection of Plant

It is a requirement of this Insurance that **You** ensure that all plant and equipment requiring inspection under any Statute or Order is inspected in accordance with such conditions.

Failure to comply with this requirement may result in Us not paying Your claim.

Cessation of Work

If from any cause work ceases on the site of the **Contract** for a continuous period in excess of 30 days **You** must tell us immediately in writing and provide us with the details of work completed and outstanding. On receipt of such notice **We** may at **Our** discretion agree to continue this Insurance at special terms to be agreed.

Access to the Property Insured

You shall give to **Us** and every person authorised by **Us** access to the **Property Insured** at all reasonable times.

Reasonable Care

On the happening of any **Damage** **You** shall take all reasonable care to do or permit to be done everything that is reasonably practicable to avoid or reduce the **Damage** and to prevent repetition.

Claims Conditions

I Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than
 - i) 30 days of **Your** becoming aware of the **Event** or occurrence

or

 - ii) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event, Damage, accident or Injury** including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- D) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- E) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- F) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- G) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter.

2 Our Control Of Claims

We will be entitled

- A) on the happening of any **Damage** to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**

- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy** provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Conditions

No claim under this **Policy** shall be payable unless the terms of Claims Condition I have been complied with.

4 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **You**, any director, partner, principal or any person acting on **Your** or their behalf to obtain any benefit under this **Policy** or if any **Damage** is deliberately caused by **You** or with **Your** knowledge then all benefit under this **Policy** shall be forfeited.

5 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy **We** will only pay for the following amounts

- A) In respect of Liabilities Insurance

Any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected. This condition does not apply to the Contingent Motor Liability cover under Section 2 Public Liability/Product Liability.

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

- B) In respect of all other Insurances under this Policy

Our proportionate share of the claim.

6 Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all 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 **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

7 Notice of Adjudication (Not applicable to Liabilities Insurance)

You shall on 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 after) by telephone to **Us**.

Policy Conditions

1 Alteration of Risk

This **Policy** shall be avoided by **Us** if and when

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

or

- B) **You** cease to have an interest that is insurable (however this right to avoid the **Policy** does not apply in the event of **Your** death)

or

- C) there are any significant alterations to

the **Business**; or

Property; or

any other change in circumstances which increases the risks insured against under this **Policy**

unless such alteration is notified to **Us** and **We** confirm that **We** are happy to accept the change.

2 Basis of Rating

The premium is based on the total Number of Workers shown under Employee Type in **Your Statement of Fact**. **You** must tell **Us** immediately if this number changes and pay any extra premium which may be necessary subject to the provisions of Sections 1 and 2 of Liabilities Insurance in respect of Temporary Workers (Extensions to Cover 3 and 7 respectively).

3 Cancelling the Policy

You may cancel this **Policy** by informing **Us** in writing and cancellation will be effective from the date of receipt of **Your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover the cancellation will only be effective from the date of return of the Certificate(s) to **Us**.

We may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

4 Cancelling the Monthly Premium Instalment Agreement

Your Policy has an insurance period of twelve months and **Your** legal contract with **Us** is for this period. **We** may have agreed to **You** paying **Your** premium by monthly instalments.

If **You** miss a monthly premium **We**, or **Your** third party credit provider, will send **You** a notice to **Your** last known address asking **You** to pay the premium **You** have missed. If **You** do not pay the premium **You** have missed by the date given in the notice, **We** will cancel all cover under **Your Policy**.

If **You** want to cancel the monthly premium instalment agreement, **You** should notify **Your** credit provider and also tell **Your** bank, building society or Girobank to cancel **Your** direct debit arrangement.

5 Consumer Credit Termination

We reserve the right to terminate the **Policy** in the event that there is a default in instalment payments due under any linked loan agreement.

You must return **Your** current Certificate of Employers' Liability Insurance to **Us** if **We** cancel **Your Policy**.

6 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or; if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or; if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

8 Non-disclosure or Misrepresentation

This insurance **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

9 Observance of Terms

It is a condition of **Our** liability that **You** observe the terms of this **Policy** relating to anything to be done or complied with by **You** except in 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 may result in a claim not being paid or payment reduced.

10 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of **Persons Entitled to Indemnity** under this **Policy**.

For all purposes, including, but not limited to the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in the **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

11 Reasonable Precautions

You must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

You must keep all of **Your** buildings, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

If **You** discover any defect or danger, **You** must make it good as soon as reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

You must exercise care in the selection and supervision of **Employees**.

12 Financial or Trade Sanctions

We 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 or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** or **You** 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 registered address.

If the whole or any part of the **Policy** is cancelled **We** will give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

Definitions – Words with special meanings

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by **You** or by others trading under **Your** name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but excluding any work undertaken **Offshore**.

Contract(s)

All constructional work undertaken by **You** in the course of the **Business** at any **Contract** site within the **Territorial Limits**

but excluding any work which involves

- 1 an original **Estimated Contract Price** in excess of the Sum Insured for **Permanent and Temporary Works** shown under Section 1 of Contractor's All Risks Insurance in the **Schedule**
- 2 a **Contract** period in excess of 12 months (excluding the maintenance period)
- 3 demolition unless it forms part of a contract undertaken by **You** for rebuilding, alteration maintenance or repair
- 4 the construction of or any work in or on airports, aircraft, watercraft, collieries, mines, gas, petrochemical and chemical works, railways, railway installations, power stations, oil refineries, fuel depots, quarries, offshore rigs or platforms

- 5 the construction, alteration, maintenance and repair of bridges, viaducts, subways, chimney shafts, blast furnaces, steeples, tunnels, docks, piers or wharves, motorways or dams
- 6 piling, underpinning, the use of explosives or work in or on or adjacent to rivers, lakes and tidal waters
- 7 the handling, storage or transport of any hazardous substances such as gases, **Asbestos**, radioactive substances, or toxic chemicals.

Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Damage

Accidental loss, destruction or damage.

Defective Property

Property Insured which is defective in design, plan, specification, materials or workmanship.

Defined Peril

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Estimated Contract Price

The sum agreed between **You** and **Your** principal or employer as payment for completion of the **Permanent and Temporary Works** or where there is no principal or employer the value of the works to be completed at a single **Contract** site.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your Business** activities.

Great Britain

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

Hired-in Plant

Constructional plant and equipment and **Temporary Buildings** which **You** have hired for use in connection with the **Contracts** excluding **Tools and Equipment**.

Injury

In respect of Liabilities Insurance Sections 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Notice of Adjudication

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.

Nuclear Material

- 1 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
- 2 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 or **Production or Use of Nuclear Material**.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Own Plant

Constructional plant and equipment and **Temporary Buildings** for use in connection with the **Contracts** excluding **Hired-In Plant** and **Tools and Equipment**.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Permanent and Temporary Works

The permanent works and temporary works executed by **You** or on **Your** behalf in the performance of the **Contracts** and materials supplied as part of the **Contract** including free issue materials provided that the value of such materials is included within the sum insured.

Person Employed

- 1 **Employee**
 - 2 labour master and individuals supplied by him
 - 3 individual employed by labour only sub-contractors
 - 4 self-employed individual (not being in partnership with **You**)
 - 5 individual hired to or borrowed by **You**
 - 6 individual undertaking study or work experience while under **Your** supervision
- } while under **Your** direct control and supervision

Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
 - A) any principal
 - B) any of **Your** directors or partners
 - C) any **Person Employed**

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

 - D) the officers, committees and members of **Your** 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
 - E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Policy

The policy wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

Production or Use of Nuclear Material

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

Property

Material Property but shall not include **Data**.

Property Insured

Permanent and Temporary Works, Own Plant and Hired-in Plant for which **You** are responsible all as defined in the **Policy** and where shown as included in the **Schedule**.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Speculative Development

Property built for sale or letting by **You** other than under a **Contract** for a principal.

Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

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.

System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Temporary Buildings

Temporary buildings including internal fixtures and fittings for use in connection with the **Contract**.

Territorial Limits

Anywhere in **Great Britain**, Northern Ireland, the Channel Islands and the Isle of Man.

Tools and Equipment

Hand tools and hand held portable power tools and portable computers and ancillary equipment and portable telecommunications equipment belonging to **You** or any **Employee** or for which **You** are responsible.

Virus

Programming code designed to achieve an unexpected, unauthorised or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

Royal & Sun Alliance Insurance plc
St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

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 raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

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:

Post:
RSA Customer Relations Team
PO Box 2075
Livingston
EH54 0EP

Email: crt.halifax@uk.rsagroup.com

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 (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

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

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the FOS. This does not affect Your right to take legal action, however, the FOS 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.

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

Tradespeople is underwritten by Royal & Sun Alliance Insurance plc.

You are giving **Your** information to Royal & Sun Alliance Insurance plc, 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** electronic 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

Data Protection Liaison Officer
Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **Policy You** will be deemed to specifically consent to the use of **Your Policy** data in this way and for these purposes.

