Your Business Insurance

Master Tradesman Plus Product

Covea Insurance

Welcome...
to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Master Tradesman Plus Policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the Policy **Schedule** and recorded in **Your** Statement of Fact.

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

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

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Contact Numbers

Commercial Careline 0330 024 2266

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Care Line will manage all aspects of the claim for **You** from the time it is reported.

- Dedicated telephone number – 0330 024 2266
- Dedicated fax number – 0330 024 2623
- By E-mail – newcommercialclaims@coveainsurance.co.uk
- In writing – Covéa Insurance Commercial Care Line, A&B Mills, Dean Clough, Halifax HX3 5AX

Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

Our aim is to bring **Your** claim to a speedy and satisfactory conclusion.

Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice on any business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this Policy.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone: 0161 603 2203 and quote **Your** policy number shown on **Your** policy **Schedule**.

Advice given to **You** will be confirmed in writing where necessary.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: A&B Mills, Dean Clough, Halifax HX3 5AX.

Covea insurance plc is authorised by the prudential regulation authority and regulated by the financial conduct authority and the prudential regulation authority. **Our** firm reference number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax HX3 5AX.

Telephone: 0330 221 0444

Website: www.coveainsurance.co.uk

Email:
customer.relations-rdg@coveainsurance.co.uk

Full details of the covéa insurance internal complaints procedure are detailed in **Our** leaflet 'complaints procedure' which is available on request or may be downloaded from **Our** website at:
www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the financial ombudsman service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR

www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Telephone: 020 7741 4100

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk

Customer Information

continued

Choice of Law

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

How to Cancel your Policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** must return the policy documentation to **Your** broker when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy, less an additional charge of **£25** plus the prevailing rate of insurance premium tax as stated on **Your** policy **Schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting **Your** broker.

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with **Us**, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the Policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** Policy **Schedule**.

For **Our** rights to cancel **Your** Policy please see the 'Our Rights to Cancel the Policy' Condition on page 11 of this Policy document.

How we use your Information

Please visit: www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full privacy policy.

The personal information, provided by **You**, is collected by or on behalf of covea insurance plc ('**We**, **Us**, **Our**') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Customer Information

continued

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, regulators and authorised/ statutory bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the covea insurance group

Marketing

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

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

Customer Information

continued

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: dataprotection@coveainsurance.co.uk.

Employers Liability Tracing Office

Certain information relating to **Your** insurance 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** insurance Policy data in this way and for these purposes.

Introduction

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

Any word or expression given a specific meaning in:

1. the **Schedule**, and Policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exclusions shall have the same meaning throughout the Policy unless **We** state otherwise
2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the Policy wording.

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

The **Schedule** shows the Sections of the Policy that are operative.

IMPORTANT

This Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this Policy.

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

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

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

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

General Conditions

1. Claims procedure and requirements

(a) It is a condition precedent to **Our** liability that on the happening of any **Bodily Injury** or **Damage You** or **Your** legal personal representative shall at **Your** own expense:

- **(i)** give immediate written notice to **Us**
- **(ii)** take all reasonable precautions to prevent further **Bodily Injury** or **Damage**
- **(iii)** within 30 days submit in writing full details of the incident
- **(iv)** supply all estimates information and assistance as may be required
- **(v)** send to **Us** any writ summons or other legal process issued or commenced against **You**
- **(vi)** notify **Us** immediately of any impending prosecution inquest or fatal accident inquiry

(b) It is a condition precedent to **Our** liability that **You** shall not negotiate admit or repudiate any liability without **Our** written consent

(c) **We** shall be entitled:

- **(i)** to negotiate defend or settle in the name of and on **Your** behalf any claim made against **You** as **We** deem appropriate
- **(ii)** to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity damages or otherwise in **Your** name
- **(iii)** at any time to pay to **You** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment
- **(iv)** on the happening of any occurrence of **Damage** caused by theft or attempted theft or malicious persons **You** shall give immediate notice to the Police.

2. Application of heat and fire precautions

This condition does not override any Endorsement on the Policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition

It is a condition precedent to **Our** liability that the following precautions will be complied with by **You** and/or any **Employee** and/or any of **Your** Sub Contractors whenever work is undertaken away from **Your** own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of angle grinders:

(a) a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door partition roof or other horizontal structure shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon

General Conditions

continued

and to the greatest extent practical any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat

(b) any combustible material (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

(c) there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards

(d) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions

(e) no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers

(f) any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use

(g) for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph (a) above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door partition roof or other horizontal structure

In addition it is a condition precedent to **Our** liability that whenever tar bitumen asphalt or pitch heaters are in use away from **Your** premises tar bitumen asphalt or pitch should be carried in a suitable vessel and the vessel is to be located at ground level and in the open air.

3. Flammable solvents

It is a condition precedent to **Our** liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by **You** and/or any **Employee** and/or any of **Your** sub-contractors whenever work is undertaken away from **Your** own premises:

(a) smoking by **Your Employees** or Sub Contractors must not take place

General Conditions

continued

(b) no appliance for the application or supply of heat is to be used

(c) prior to commencement of work the site of work is to be checked by **You** and all naked flames in pilot lights and appliances extinguished

(d) adequate ventilation must be maintained where **You** or **Your Employees** or Sub Contractors are working.

4. Reasonable precautions

You shall take all reasonable precautions:

(a) in the selection and supervision of **Employees** and subcontractors

(b) to avoid **Bodily Injury** or **Damage** to property

(c) to maintain in good condition all **Plant Tools** and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practice and Standards.

5. Alteration in risk

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

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the Policy in accordance with General Condition 8 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus the prevailing rate of Insurance Premium Tax. If as a result of a mid term alteration **You** are due a refund of premium, amounts of under **£10** plus the prevailing rate of Insurance Premium Tax as stated on **Your** Policy **Schedule** will not be returned to **You**, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

(a) terminate the Policy back to the date when the alteration occurred, if **We** would have cancelled the Policy had **You** told **Us** of the alteration in risk;

(b) proportionately reduce the amount payable in respect of a claim; and/or

(c) treat the Policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the Policy had **You** told **Us** of the alteration in risk.

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

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

General Conditions

continued

6. Change of Risk or Interest

This Policy shall be avoided if:

(a) **Your** interest ceases other than by death

(b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this Policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

7. Other insurance

We will not be liable in respect of any liability which is or would be but for the existence of this Policy insured by any other Policy except to the extent of any excess beyond the amount that is or would be but for the existence of this Policy payable under such other Policy.

8. Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** Policy where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

(a) not:

(i) paying a premium when it is due

(ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the Policy or **Our** ability to defend **Our** interests

(iii) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Conditions – Reasonable precautions of this Policy

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address

(b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** Policy, **We** will refund the premium for the exact number of days left on the Policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** Policy **Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If **You** have a Loan Agreement with **Us** to pay for **Your** insurance, outstanding monies may be owed when **Your** Policy is cancelled. They must be paid to **Us** as described in **Your** Loan Agreement.

For **Your** rights to cancel the Policy please see “How to Cancel Your Policy” on page 4 of this Policy document.

9. Damage to property under the ground

We shall not be liable in respect of **Damage** to underground pipes cables or other services unless **You**:

General Conditions

continued

(a) have taken all reasonable measures to ascertain the location of all pipes cables and other underground services before any work is commenced which may involve a risk of **Damage** including but not limited to ringing British Telecom 'Dial before you Dig' to ensure there are no fibre optic or other cables in the area of **Your** work

(b) have retained a written record of the measures taken to comply with (a) above.

10. No claims discount

A discount will be allowed in calculating premiums for this Policy in accordance with the following discount scale subject to no claims having been made resulting in payment or still being outstanding

Discount Scale

Number of claim free years	Discount
1 year	5%
2 consecutive years	10%
3 consecutive years	15%
4 or more consecutive years	20%

Any claim made will result in the discount earned being reduced to nil.

11. Alteration in the number of workers

We must be advised within 14 days if the number of workers exceeds the number specified in the **Schedule** and any additional premium paid unless such workers are temporary **Employees** and **You** are indemnified as agreed in the Temporary Employees Clause of this Policy.

12. Fair Presentation of the Risk

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

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible.

We may avoid this Policy and refuse all claims where:

(a) such failure was deliberate or reckless; or

(b) **We** would not have entered into this Policy on any terms had **You** made a fair presentation of the risk.

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

(a) Shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred

(b) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless

(c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require **You** to repay such claims.

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

General Conditions
continued

a fair presentation of the risk, **We** may:

(a) proportionately reduce the amount payable in respect of a claim; and/or

(b) treat the Policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the Policy had **You** made a fair presentation of the risk.

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

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

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

13. Fraudulent Claims

For the purposes of this Condition the definition of '**You** / **Your**' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

(a) will not pay the claim;

(b) may recover from **You** any sums already paid by **Us** in respect of the claim; and

(c) may notify **You** that **We** are treating this Policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this Policy as having terminated, **You** will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Fraudulent claims include but are not limited to:

(a) making a claim which is fraudulent, fictitious or known to be false

(b) intentionally exaggerating or inflating a claim

(c) supporting a claim with false or forged documents, information or statements

(d) wilfully causing loss, **Damage** or injury

General Conditions
continued

14. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this Policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

(a) is operative only in connection with particular premises or locations;

(b) is operative only at particular times; or

(c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

15. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

General Exclusions

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

This Policy does not cover:

1. War, Government Action and Terrorism

(a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss directly or indirectly caused by or contributed to by or arising from:

- **(i)** War Government Action or Terrorism
- **(ii)** civil commotion in Northern Ireland

(b) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Terrorism shall mean:

(a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- **(i)** involves serious violence against a person
- **(ii)** involves serious damage to property
- **(iii)** endangers a person's life other than that of the person committing the action
- **(iv)** creates a serious risk to the health or safety of the public or a section of the public
- **(v)** is designed to interfere with or seriously disrupt an electronic system.

(b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or indirect loss is not covered by this insurance the burden of proving that such **Damage** loss expense or indirect loss is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this Policy **We** will indemnify **You** under the Employers' Liability Section provided that in respect of any one occurrence or series of

General Exclusions
continued

occurrences arising out of any one original cause **Our** liability in respect of all legal liability **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed **£5,000,000**.

2. Sonic Bangs

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

3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

(a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

(d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the Exclusion in this paragraph **(d)** shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

(e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee** of **Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this Exclusion shall apply only in respect of:

(i) the liability of any **Principal**

(ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

4. Electronic Risk

(not applicable to Section B - Public and Products Liability and Section C - Employers' Liability Section if insured by this Policy)

(a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

(i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph **(b)**

(ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph **(c)**.

(b) Notwithstanding paragraph **(a)** above, and subject to all terms, Conditions and Exclusions of this Policy or any endorsement thereto, this Policy covers physical damage to property insured under this Policy and any consequential loss directly resulting therefrom where such physical damage is

General Exclusions
continued

directly occasioned by any of the **Defined Perils** as described below.

(c) Notwithstanding sub paragraph **(a) (ii)** above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this Policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this Policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

5. Communicable Disease

(not applicable to Section B - Public and Products Liability and Section C- Employers' Liability if insured by this Policy)

(a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

(i) a **Communicable Disease**; or

(ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above Exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:

(a) for a **Communicable Disease**; or

(b) any property insured hereunder that is affected by such **Communicable Disease**,

and

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

General Exclusions
continued

(b) However, paragraph **(a)** shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:

(i) Terrorism (as defined in this Policy), or

(ii) a **Defined Peril** as described below

where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

(a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and

(c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Endorsements

(The following Endorsements only apply if shown on the current Policy Schedule)

1. Excluded Activities

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. 1. the demolition or partial demolition of any structure
   2. the surfacing or construction of roads
   3. the laying of underground services

   unless incidental to any building contract undertaken by **You** for which indemnity is provided hereunder
2. any excavation exceeding in any part a depth of 3 metres
3. the felling or lopping of any tree exceeding 5 metres in height
4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction
5. the use or possession of tower cranes or cradles
6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships aircraft towers or steeples
7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based **Product**
8. work on computer mainframe installations and their cabling.

2. Premises Restriction

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings or that part of any building (including the grounds thereof) occupied solely as:

(a) private dwellings
(b) shops
(c) offices
(d) hotels
(e) public houses and restaurants
(f) guest houses
(g) schools or colleges
(h) residential, retirement or nursing homes

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on any other premises not defined above.

3. Bodily Injury to Working Partners

For the purpose of Section C – Employers' Liability any working partner named as an **Insured** in the **Schedule** shall be regarded as an **Employee** but only in respect of **Bodily Injury** for which a partner or **Employee** of the **Insured** is legally liable.

4. Increased Property Damage Excess

The amount of **£100** shown in Exclusion 10 (c) of Section B – Public and Products Liability is increased to the amount stated in the **Schedule** against this Endorsement Number.

Endorsements
continued

5. Increased Property Damage Excess

For the first **Period of Insurance** only the amount shown in Exclusion 10 (c) of Section B – Public and Products Liability is increased to the amount stated in the **Schedule** against this Endorsement Number.

6. Aerial Erection Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation or repair of external radio or TV aerials.

7. Formwork or Shuttering Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the erection or installation of formwork or shuttering when the contract is solely or mainly for such work.

8. External Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on the exterior of any building.

9. Central Heating Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on central heating systems.

10. Heat Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of electric oxyacetylene or other welding or heat cutting equipment hot air guns blow lamps or blow torches tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat elsewhere than at **Your** own premises.

11. Products Exclusion (Insulation Materials)

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any insulation material and occurring after its installation.

12. Cleaning Restriction

We shall not be liable in respect of:

1. **Bodily Injury** or **Damage** to property caused by or in connection with the external cleaning of any premises or the cleaning of industrial plant or machinery or of motor vehicles
2. **Damage** to carpets upholstery or curtains caused by or arising from the use of specialist cleaning equipment.

13. Damage to Drains

We shall not be liable in respect of **Damage** to drains or pipes caused by or arising out of any cleaning or unblocking process or work.

Endorsements
continued

14. Woodworking Machinery Exclusion

(Applicable to Section C – Employers' Liability only)

We shall not be liable in respect of **Bodily Injury** caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand.

15. Carpets Upholstery and Other Goods Fitting or Cleaning Restriction

We shall not be liable in respect of **Damage** to any carpet floor covering upholstery or other property which comprises or is incorporated in any contract undertaken by **You** or on **Your** behalf for its cleaning fitting taking up or alteration.

16. Welding Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of electric oxyacetylene or other welding or heat cutting equipment.

17. Fencing Restriction

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on central reservations or the erection installation alteration or repair of crash barriers.

18. Bathroom Fitting Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation or refurbishment of bathrooms or sanitary ware.

19. Property Being Worked Upon

We shall not be liable in respect of **Damage** to property being worked upon if the **Damage** arises from such work.

20. Depth Limit – 1 metre

Notwithstanding anything contained in Endorsement 1 - Excluded Activities **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 1 metre.

21. Design or Construction of Foundations Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or arising from faulty inadequate or defective design, specification or construction of foundations.

22. Lead Burning Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or arising out of lead burning or welding.

Endorsements
continued

23. Sale or Hire of Appliances Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or arising out of the sale hire or renting of domestic or office equipment or appliances.

24. Standard Tools Cover Endorsement

(Excluding theft from unattended vehicles)

In respect of Section D – Tools Standard Plus Cover the following alterations are effective:

1. Exclusion 4 is amended to read as:

   Damage to **Tools** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room or box and there is evidence of forcible or violent entry to or exit from the room or box

2. The following Exclusion is added:

   Exclusion 9

   Damage to **Tools** caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer

3. Exclusion 8 is amended to read as follows:

   8. the first **£60** of each and every claim for **Damage**.

25. Heat Exclusion other than Hot Air Guns or Seaming Irons

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of any equipment or process involving the application or use of heat elsewhere than at **Your** own premises other than hot air guns or seaming irons.

26. Caterers Restriction

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the manufacture or preparation of food for wholesale purposes or for supply by anyone other than **You**.

27. Manufacture or Supply Only Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the manufacture sale or supply of any goods or materials other than for erection or fitment by or on **Your** behalf.

28. Premises Restriction including 4 Floor Height Limit

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on the first four floors (including basement and attic) of any buildings or that part of any building (including the grounds thereof) occupied solely as:

(a) private dwellings
(b) shops
(c) offices
(d) hotels
(e) public houses and restaurants
(f) guest houses
(g) schools or colleges
(h) residential, retirement or nursing homes

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

Endorsements
continued

1. work carried out over and above the fourth floor (including basement and attic) of the premises specified above
2. work in or on any other premises not defined above

29. Commercial Vehicle Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on commercial vehicles exceeding 3.5 tonnes Gross Vehicle Weight.

30. Deletion of Contingent Liability

Contingent Motor Liability Clause of Section B – Public and Products Liability is deleted.

31. Wheelie Bin Cleaners

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the cleaning of any building or other structure or property other than domestic wheelie bins patios or driveways.

32. Height Limit – 10 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. any external work undertaken at a height from the ground of more than 10 metres
2. any internal work undertaken at a height from the floor of more than 10 metres.

33. Gas Appliance Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the installation service maintenance or repair of gas appliances pipework equipment or flues.

34. Height Limit – 15 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. any external work undertaken at a height from the ground of more than 15 metres
2. any internal work undertaken at a height from the floor of more than 15 metres.

35. Underground Cables Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the laying or repair of underground cables.

36. Motor Vehicles Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on motor vehicles.

37. Damp Proofing / Timber Treatment Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any damp proofing or timber treatment work undertaken by or on **Your** behalf.

Endorsements
continued

38. Road Motorway or Neon Signs Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the erection of road motorway or neon signs.

39. Professional Indemnity Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the exercising by **You** or any servant, **Employee**, agent or sub contractor of **Yours** of any professional skill, duty or advice whether fees are charged or not.

40. Manual Work Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any manual work carried out by **You**.

41. Height Limit – 5 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. any external work undertaken at a height from the ground of more than 5 metres
2. any internal work undertaken at a height from the floor of more than 5 metres.

42. Efficacy Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the failure or partial failure of any **Product** or part thereof to perform the function for which it was intended.

43. Movement of Vehicles Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the movement of any mechanically propelled vehicle by or on **Your** behalf.

44. Paint Spraying Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with the use of paint spraying equipment.

45. Hairdressers Treatment Risk

Notwithstanding Exclusion 9 of Section B – Public and Products Liability **We** will indemnify **You** in respect of liability for **Bodily Injury** or **Damage** to property caused by or arising from treatment rendered by **You** in the course of the **Your Business** as Hairdresser provided that such treatment is restricted to:

1. tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
2. normal hairdressing work on wigs and hairpieces.

We will not be liable under this cover in respect of:

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced or treated in any way by **You**
2. usage or mixing of any **Product** contrary to the makers or vendors instructions
3. any treatment carried out by any person who has less than 2 years continuous

Endorsements
continued

service as a hairdresser or apprentice hairdresser other than:

(a) the washing and drying of hairpieces or wigs

(b) whilst such person is under the direct and continuous supervision of a qualified operator who has at least 2 years continuous service as a hairdresser or apprentice hairdresser

4. any operation involving the removal or piercing of skin.

Special Conditions

Razor or clipper blades steel combs or any item must be brand new and/or thoroughly sterilised.

46. Change of Excess (Groundwork)

Section B – Public and Products Liability Exclusion 10(a) is amended to read as follows:

10. (a) underground pipes cables or services **£1500**.

47. Groundworkers Endorsement

It is hereby agreed that Endorsement 1 – Excluded Activities parts1.2 and 1.3 are deleted.

48. 4Depth Limit – 5 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities. **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 5 metres.

49. Hazardous Agricultural Work Exclusion

Notwithstanding anything contained elsewhere in the Policy **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. crop spraying

2. the use of explosives

3. tree felling, topping, lopping or sawing

4. **Damage** to overhead wires and/or cables.

50. Scaffolding and Use of Chemicals Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with:

1. the use of acids and/or chemicals

2. the erection or dismantling of scaffolding.

51. Premises Restriction – Private Dwellings Only

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings or that part of any building occupied solely as private dwellings (including the grounds thereof).

52. Depth Limit – 2 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities elsewhere in the Policy **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 2 metres.

Endorsements
continued

53. Motorway and A-Road Exclusion

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work on either motorways or A-Roads.

54. Financial Loss Exclusion

We will not indemnify **You** in respect of any claim arising directly or indirectly out of financial loss.

55. Roofing Exclusion

We will not indemnify **You** in respect of any claims arising from or in connection with roof work.

56. Damage to Property in Care, Custody or Control Exclusion

We will not indemnify **You** in respect of claims arising from **Damage** to property in **Your** care, custody or control.

57. Tour Operators Liability Exclusion

We will not indemnify **You** in respect of any claim arising out of or in connection with the organisation and sale (either directly or via a retailer) of any pre-arranged component or components of a holiday and otherwise subject to the Package Holiday, Package Travel and Package Tour Regulations 1992 or any subsequent amending legislation.

58. Pedal and Motorcycle Courier Exclusion

We will not indemnify **You** in respect of any claim arising out of or in connection with work as a pedal cycle or motorcycle courier.

59. Proprietary Brands Condition

It is a condition precedent to **Our** liability under this Policy that **You** only use proprietary brands and these are used and stored in accordance with the manufacturer's instructions.

60. Structural Steelwork Erection Exclusion

We will not indemnify **You** in respect of any claims arising out of or in connection with the erection of structural steelwork.

61. Service Indemnity Exclusion

We will not indemnify **You** in respect of Section B – Public and Products Liability for claims arising out of the defective servicing or repair of motor vehicles.

62. Burning Conditions (replacing General Condition 3)

It is a condition precedent to **Our** liability under this Policy that in respect of the work away from **Your** own premises involving the use or application of heat, including the use of blow torches, blow lamps and welding and flame cutting equipment, the following precautions will be complied with on each occasion:

1. Before starting work:

- **(a)** **You** shall appoint an **Employee** on each site to be responsible for fire safety and for seeing that precautions are taken, who shall obtain from the person in charge at each site permission to start work
- **(b)** all **Your Employees** on each site shall be made aware of the location of the site's fire alarms and fire fighting equipment

Endorsements
continued

(c) **Your** appointed person shall examine all property in the vicinity, including the area on the other side of any wall or partition, to ensure that no combustible material is in danger of ignition either directly or by conducted heat

(d) the area shall be cleared of all movable and/or combustible materials to a distance of no less than 15 metres from the point of application of heat. Combustible materials, which cannot be moved, must be covered and fully protected by overlapping sheets or screens of non-combustible material

2. During the progress of the work:

(a) **You** will arrange for a person to work alongside the operative(s) using the equipment, to see that there is no outbreak of fire and shall have available for immediate use at least two buckets of dry sand and a hose connected to the nearest hydrant with the supply of water turned on and controlled at the nozzle of the hose. Where water would aggravate a fire or explosion or where there is no water supply there shall be available for immediate use at the site of the operations at least two suitable fully charged fire extinguishers

(b) the lighting of all blowlamps, blow torches and cutting equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended

(c) gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and in any event at least 15 metres from the point of application of heat

3. After ceasing work:

Upon completion of the application of heat a continuous examination for a period of one hour shall be made of:

(a) the immediate vicinity of the work, i.e. within a radius of 15 metres

(b) the area on the other side of any wall or partition to ensure that there is no risk of fire.

63. Manufacturing Exclusion

We will not indemnify **You** in respect of any claim arising out of or in connection with any manufacturing undertaken by **You** or on **Your** behalf.

64. Underground Services

It is a condition precedent to **Our** liability under this Policy that except when performing emergency repair works **You** shall use the local free-phone service for the area in which **You** will be working prior to commencement of any contract for excavation where underground services may be at risk of **Damage**.
Where such free-phone services are not available **You** shall use an appropriate detection system.

Endorsements
continued

65. Depth Limit – 8 Metres

Notwithstanding anything contained in Endorsement 1 – Excluded Activities **We** shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 8 metres.

66. Haulage Contamination Exclusion

We will not indemnify **You** in respect of **Damage** caused by the wrongful delivery of or the contamination in transit of any load by **You**.

67. Hauliers Exclusion

We will not indemnify **You** in respect of **Bodily Injury** or **Damage** caused by or arising from the handling, carriage, storage or disposal of:

(a) waste

(b) livestock

(c) bulk tank liquids, oils, gases or chemicals

(d) explosives or radioactive materials

(e) dangerous goods as defined within the Approved Carriage List for the purposes of the Carriage of Dangerous Goods by Road and Rail (Classification, Packaging and Labelling) Regulations 1994.

68. Guns Exclusion

We will not indemnify **You** in respect of any claims arising from or in connection with the use of guns.

69. Plant Hirers Condition

It is a condition precedent to **Our** liability under this Policy that **You** check all **Plant** and/or equipment before passed to the hirer and check that equipment again when returned by the hirer. Written records must be maintained to confirm the checks have taken place. All **Plant** and/or equipment hired out without an operator must be accompanied with the necessary operating and/or safety instructions.

70. Amusements Exclusion

We will not indemnify **You** in respect of any claim arising out of or in connection with:

(a) any mechanically propelled amusement device on which persons ride or are conveyed

(b) any rifle gun or archery range.

71. Plant Hirers – CPA Condition

It is a condition precedent to **Our** liability under this Policy that all **Plant** and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Conditions of hire unless otherwise agreed and (if otherwise agreed) a copy of **Your** standard hiring conditions must be lodged with and approved by **Us**.

72. Window Cleaners – Water Fed Pole Method

We will not indemnify **You** in respect of any claims arising out of the cleaning of windows carried out above ground level unless such cleaning is carried out by water fed pole and brush cleaning systems.

Endorsements
continued

73. Couriers Weight Limit – 22kg

We will not indemnify **You** in respect of any claim arising out of or in connection with the handling of any package or parcel exceeding 22kg in weight.

74. Painters and Decorators – Work Restriction

In respect of any external work or work involving the use of heat **We** shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic (including the grounds thereof). **Bodily Injury** or **Damage** to property caused by or in connection with work in or on any other premises not defined above is excluded.

Additionally, in respect of internal work **We** shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes undertaken at a height from the floor of not more than 10 metres.

75. Communicable Disease - Total Exclusion

(applicable to Section B - Public and Products Liability)

We will not indemnify **You** under this Section in respect of:

any claim for compensation in respect of **Bodily Injury** or **Damage** arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

Section A - Definitions

Certain words in the Policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the Policy, unless varied by a definition in a particular Section, and are printed in bold to help You identify them.

Average

If at the time of any loss the total Sum Insured specified in the **Schedule** is less than **85%** of the total value of the property insured **We** shall bear only that proportion of the Loss which the total Sum Insured bears to the total of the property insured.

Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

Business

The business as described in the **Schedule** shall include:

1. the ownership, repair, maintenance and decoration of **Your** business premises
2. private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
3. the provision and management of canteen, sports, social and welfare organisations for the benefit of **Employees**
4. **Your** fire, security, first aid, medical and ambulance services
5. **Your** participation in exhibitions.

Certificate of Completion

The certificate issued by the architect or engineer confirming substantial completion of the **Contract Works**.

Communicable Disease

(applicable Section B - Public and Products Liability Section)

(a) Coronavirus being:

- **(i)** any coronavirus; or
- **(ii)** any disease caused by any coronavirus; or
- **(iii)** any mutation or variation of any coronavirus or of any disease caused by any coronavirus.

(b) Any other infectious disease in humans which has been determined or declared to:

- **(i)** constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
- **(ii)** an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Company/We/Us/Our

Covea Insurance plc

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or

Section A - Definitions
continued

any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Contract Price

For any one contract the amount of the estimated cost of the **Contract Works** at inception including the value of **Free Issue Materials** up to but not exceeding the amount stated in the **Schedule** as the Sum Insured in respect of Section F

Contract Site

The situation of the **Contract Works** within the **Geographical Limits** and any area immediately adjacent occupied by **You** directly and solely for the performance of the **Contract Works**.

Contract Works

The temporary or permanent works executed or in course of execution by or on behalf of **You** in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Geographical Limits** to the extent **You** are responsible under contract.

Costs and Expenses

1. Claimants' legal costs for which **You** are legally liable
2. All costs and expenses incurred with **Our** written consent in defending any claim
3. The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under these sections or at any coroner's inquest or fatal accident inquiry.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Damage

Physical loss destruction or damage.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Section A - Definitions

continued

Employee(s)

Any person while working under **Your** direct control in connection with the **Business** including:

1. any person under a contract of service or apprenticeship with **You**
2. any labour master or any labour only sub-contractor or any person supplied by them
3. any self employed person providing labour only
4. any person hired or borrowed by **You** but in respect of any driver or operator of plant hired to **You** only when the conditions of hire so require
5. any person under a training or work experience scheme.

Free Issue Materials

Materials for incorporation into the **Contract Works**:

1. issued free to **You** by or on behalf of **Your** employer or **Principal**

and

2. for which **You** are responsible under the conditions of the contract

the value of which will be included in the final valuation of the **Contract Works** carried out or the final **Contract Price** and which are not otherwise excluded.

Geographical Limits

Great Britain the Isle of Man and Channel Islands.

Goods in Transit

Your business equipment (excluding **Tools**) stock and materials in trade and goods in trust for which **You** are responsible.

Insured/You/Your

The person persons or Limited or Public Limited Companies named in the **Schedule**.

Insured Person

Any principal partner director or **Employee** working in the **Business** and included in the insurance provided by Section B – Public and Products Liability.

Maintenance Period

The period designated in any contract entered into by **You** during which **You** are responsible for rectifying defects originating during the performance of the works provided that such period does not exceed 24 months.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

1. All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

Section A - Definitions

continued

Pollution or Contamination

(applicable to Section B - Public and Products Liability)

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination

arising from any **Pollutants**.

Period of Insurance

The period beginning with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this Policy.

Plant

Plant equipment site huts or caravans other than **Tools** for use in connection with the **Business**.

Practical Completion

Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the **Contract Works**.

Principal

Any person company local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**.

Product(s)

Any commodity article or thing supplied installed erected repaired altered or treated by **You** or on **Your** behalf.

Schedule

The document that specifies **Your** details and any Excesses and Endorsements that are applicable. The **Schedule** shows the Sections of the Policy that are operative.

Tool(s)

Hand tools and hand held portable power tools the property of or hired in by an **Insured Person** for use in connection with the **Business**.

Section B - Public and Products Liability

Cover

We will indemnify **You** against all sums for which **You** are legally liable to pay in respect of compensation and **Costs and Expenses** in respect of accidental:

1. **Bodily Injury** to any person
2. **Damage** to physical property
3. Obstruction trespass nuisance wrongful arrest or any interference with any right of way light air or water

occurring during the **Period of Insurance** and caused in connection with the **Business** within the **Geographical Limits**.

Our liability shall not exceed the Limit of Indemnity as stated in the **Schedule** for all compensation payable in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Our liability under this Section for all Compensation payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Clauses

Additional Directors Partners or Employees

Notwithstanding the total number of persons or **Employees** stated in the **Schedule** this Policy is extended to include additional partners directors or **Employees** provided that the total number of partners directors and **Employees** does not exceed 10.

If **You** fail to notify **Us** within 14 days of the engagement of any such additional person other than in respect of temporary **Employees** **We** shall not be liable for the first **£500** of each and every claim in addition to any other excess provided for in this Section.

Additional Persons Insured

At **Your** request **We** will indemnify as though they were **You:**

(a) any director partner or **Employee** of **Yours** while acting in such capacity in the course of the **Business** but only insofar as **You** would be entitled to indemnity under this Policy were the claim made against **You**

(b) any director or partner of Yours for whom an **Employee** is undertaking private work incidental to the **Business**.

In the event of **Your** death **We** will indemnify as though they were **You Your** legal personal representatives in respect of liability incurred by **You** provided that:

1. such Additional Person shall as though he were **You** observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply
2. **We** shall have the conduct and control of all claims
3. if **We** are required to indemnify more than one party in respect of any occurrence or occurrences **Our** liability shall not in aggregate exceed the Limit of Indemnity.

Bona-fide Subcontractors

We will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf provided that **We** shall not be liable under this Clause:

Section B - Public and Products Liability
continued

1. unless prior to appointment **You** have checked that bona-fide subcontractors hold current and valid Public Liability insurance
2. if annual payments to bona-fide subcontractors are greater than **£50,000** per annum unless agreed to the contrary by **Us**.

In the event of a claim under this Clause **You** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for **You**.

Contractual liability

We will indemnify **You** in respect of liability assumed by **You** under any contract or agreement for work in connection with the **Business** other than:

1. for liquidated damages or fines or penalties
2. any agreement to obtain indemnity under this Section for or on behalf of anyone other than **You** except as provided for in the Additional Persons Insured Clause or as otherwise agreed by **Us** and endorsed onto the Policy
3. in respect of property the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) in the terms of which **You** are required to effect insurance
4. liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any **Product**
5. for **Damage** to property forming the subject of a contract of agreement for work therein or thereon including any **Costs and Expenses** incurred in connection therewith when liability attaches to **You** solely by reason of the terms of the contract or agreement.

Corporate Manslaughter

We will indemnify **You** in respect of:

(a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions

(b) costs of prosecution awarded against **You**

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

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death to any person other than an **Employee** occurring within the **Geographical Limits** during the **Period of Insurance** happening in connection with the **Business**
2. **(a)** the payment of fines or penalties
   (b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence **Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this Policy

Section B - Public and Products Liability
continued

4. any proceedings resulting from any deliberate act or omission by **You**.

Contingent Motor Liability

Despite Exclusion 3 of this Section **We** will indemnify **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Geographical Limits**.

Provided that this indemnity shall not apply:

1. in respect of **Damage** to the vehicle
2. whilst the vehicle is being driven:
   - **(a)** by **You**
   - **(b)** with **Your** general consent by any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. to liability which is insured or would but for the existence of this Section be insured under any other insurance.

Court Attendance Costs

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

The maximum **We** will pay for:

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

Cross Liability

Where the **Insured** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Defective Premises Act

We will indemnify **You** in respect of liability incurred by **You** under Section 3 of the Defective Premises Act 1972 in connection with any premises or land disposed of by **You** and which prior to disposal were occupied by **You** for the purposes of the **Business**.

Provided that this indemnity shall not apply to:

1. the cost of rectifying any **Damage** or defect in the premises or land disposed of
2. liability for which **You** are entitled to indemnity under any other policy.

Damage to Leased or Rented Premises

Exclusion 2 shall not apply to liability for **Damage** to any premises (including their fixtures and fittings) leased to or rented by **You**.

Provided that **We** shall not be liable for **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

Health and Safety at Work etc Act 1974

We will indemnify **You** and at **Your** request any partner director or **Employee** of Yours while acting in that capacity in respect of:

- **(a)** legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals

Section B - Public and Products Liability
continued

(b) costs of prosecution awarded against **You**

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

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **Geographical Limits** and in connection with the **Business**
2. in respect of proceedings which:
   - **(a)** result from any deliberate act or omission by **You**
   - **(b)** relate to the health and safety of any **Employee**
3. for fines or penalties of any kind
4. where indemnity is provided by another insurance policy
5. unless **We** have the conduct and control of all proceedings in respect of which indemnity is sought.

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

1. **We** shall retain sole conduct and control of any claim
2. the **Principal** shall observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

Temporary Employees

We will indemnify **You** in respect of temporary **Employees**. Cover is provided under this Clause to a maximum of 50 man-days worked in any one **Period of Insurance**.

This Clause does not remove the need to declare changes in **Employee** numbers as required by General Condition 11 of this Policy.

Work Overseas

The indemnity provided shall extend anywhere in the world in respect of the acts or omissions of persons ordinarily resident within the **Geographical Limits** but temporarily engaged in non-manual work in connection with the **Business** outside the **Geographical Limits**.

Section B - Public and Products Liability
continued

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. **Bodily Injury** sustained by any **Employee**
2. **Damage** to physical property:
   - **(a)** belonging to or leased let rented or hired to or in the charge or custody or control of **You** or any **Employee** or director other than:
     - **(i)** the personal effects of any **Employee** or visitor
     - **(ii)** premises (and contents therein) temporarily occupied by **You** for the purpose of carrying out work (not being premises which are owned by leased rented or hired to **You**)
   - **(b)** comprising or forming part of the **Contract Works** other than where the works have reached **Practical Completion** and any **Maintenance Period** for the works have expired
3. **Bodily Injury** or **Damage** arising from **Your** ownership possession use or control or on **Your** behalf of:
   - **(a)** any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
   - **(b)** any mechanically propelled vehicle or trailer attached thereto other than:
     - **(i)** any vehicle not licensed for road use
     - **(ii)** any vehicle while being used as a tool of trade
     - **(iii)** the loading or unloading of any vehicle

     provided that **You** are not entitled to indemnity from any other source and that this Policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation
4. **Bodily Injury** or **Damage** arising from:
   - **(a)** any **Product** outside the **Geographical Limits**
   - **(b)** the failure or partial failure of any fire security or warning device to fulfil its intended function
5. **Bodily Injury** or **Damage** arising from or contributed to by any design plan specification or advice provided:
   - **(a)** for work not undertaken by **You** or
   - **(b)** by any Architect Quantity Surveyor or Consulting Engineer or
   - **(c)** by any person other than **You**
6. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of:
   - **(a)** any **Product** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
   - **(b)** defective work

Section B - Public and Products Liability
continued

7. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:

(a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place

(b) **Our** liability for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**

8. any loss cost expense liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

9. the giving of or application of any hair or beauty treatment

10. the first amount of each and every claim in respect of **Damage** to:

(a) underground pipes cables or services.....**£500**

(b) property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat.....**£500**

(c) property other than as provided for in (a) and (b) above.....**£100**.

11. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

(a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

(b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

(i) **Bodily Injury**

(ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**.

Section C - Employers' Liability

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify **You** against all sums for which **You** are legally liable in respect of **Bodily Injury** to any **Employee** caused during the **Period of Insurance** and arising out of and in the course of the **Business** within the **Geographical Limits**

Provided that **Our** liability in respect of any one claim against **You** or series of claims against **You** relating to any one or more of **Your Employees** arising out of any one occurrence shall not exceed **£10,000,000** which shall be inclusive of:

1. **(a)** all **Costs and Expenses** incurred with **Our** written consent in connection with the defence of any claim

   (b) the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against **You** in respect of any breach or alleged breach of statutory duty resulting in **Bodily Injury**

   that may be the subject of indemnity under this Section
2. all **Costs and Expenses** recoverable by any claimant from **You**.

Clauses

Additional Persons Insured

At **Your** request **We** will indemnify as though they were **You**:

(a) any director partner or **Employee** of **Yours** while acting in such capacity in the course of the **Business** but only insofar as **You** would be entitled to indemnity under this Policy were the claim made against **You**

(b) any director or partner of **Yours** for whom an **Employee** is undertaking private work incidental to the **Business**

In the event of **Your** death **We** will indemnify as though they were **You Your** legal personal representatives in respect of liability incurred by **You** provided that:

1. such Additional Person shall as though he were **You** observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply
2. **We** shall have the conduct and control of all claims
3. if **We** are required to indemnify more than one party in respect of any occurrence or occurrences **Our** liability shall not in aggregate exceed the Limit of Indemnity.

Corporate Manslaughter

We will indemnify **You** in respect of:

(a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions

(b) costs of prosecution awarded against **You**

Section C - Employers' Liability
continued

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

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** occurring within the **Geographical Limits** during the **Period of Insurance** happening in connection with the **Business**
2. **(a)** the payment of fines or penalties
   (b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence **Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this Policy
4. any proceedings resulting from any deliberate act or omission by **You**.

Court Attendance Costs

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

The maximum **We** will pay for:

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

Cross Liability

Where the **Insured** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Health and Safety at Work etc Act 1974

We will indemnify **You** and at **Your** request any partner director or **Employee** of **Yours** while acting in that capacity in respect of:

(a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals

(b) costs of prosecution awarded against **You**

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

We will not provide indemnity:

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

Section C - Employers' Liability
continued

5. unless **We** have the conduct and control of all proceedings in respect of which indemnity is sought.

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

(a) **We** shall retain sole conduct and control of any claim

(b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Rights of Recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain the Isle of Man or the Channel Islands but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Temporary Employees

We will indemnify **You** in respect of temporary **Employees**. Cover is provided under this Clause to a maximum of 50 man-days worked in any one **Period of Insurance**.

This Clause does not remove the need to declare changes in **Employees** as required by General Condition 11 of this Policy.

Work Overseas

The indemnity provided shall extend to apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst temporarily engaged in non-manual work in connection with the **Business** outside the **Geographical Limits** provided that such **Employee** is ordinarily resident within the **Geographical Limits**.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** when the **Employee** is:
   - **(a)** carried in or upon any motor vehicle
   - **(b)** entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

This exclusion shall not apply to **Bodily Injury** to any **Employee** who at the time the **Bodily Injury** occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided always that **You** are not entitled to indemnity under any other policy for such **Bodily Injury**.

Section D - Tools Standard Plus Cover

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)

Cover

We will indemnify the **Insured Person** in respect of **Damage** to **Tools** occurring during the **Period of Insurance** and within the **Geographical Limits** provided that such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Our liability in respect of the amount payable to any one **Insured Person** shall not exceed:

1. the Sum Insured stated in the **Schedule**
2. **£500** in respect of any one **Tool**.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. indirect loss of any kind
2. **Damage** to **Tools** due or attributable to:
   - **(a)** wear tear rust corrosion mildew or other gradual deterioration or vermin or insect
   - **(b)** any process of cleaning repair or restoration
   - **(c)** its own mechanical electrical or electronic breakdown failure or derangement
3. **Damage** which is not traceable to an identifiable occurrence or which is caused by deception
4. **Damage** to **Tools** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room or box and there is evidence of forcible or violent entry to or exit from the motor vehicle trailer or room or box
5. **Damage** to **Tools:**
   - **(a)** occurring while lent to or being used by anyone other than an **Insured Person** or an **Employee**
   - **(b)** while hired out
6. **Damage** to ladders generators transformers or any other equipment or **Tool** not designed to be applied directly to the work by hand
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment
8. the first amount of each and every claim for **Damage:**
   - **(a)** caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park.....**£250**
   - **(b)** from any cause other than (a) above .....**£60**.

Section E - Goods in Transit

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to **Goods in Transit** whilst in or on or being loaded into or onto or unloaded from any motor vehicle within the **Geographical Limits** and owned by or operated by **You** or under **Your** direct control.

Our liability shall not exceed **£2,000** in respect of any one occurrence.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. **Damage** caused by deterioration or any inadequate packing or insulation
2. **Damage** caused by theft or attempted theft from any unattended vehicle unless:
   - **(a)** the vehicle is securely locked at all points of access
   - **(b)** between the hours of 9pm and 6am the vehicle is kept within a securely locked building
3. **Damage** due to delay or any other indirect loss.

Section F - Contract Works

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to the **Contract Works** occurring during the **Period of Insurance** provided that:

1. **Our** liability shall not exceed the maximum **Contract Price** stated as the Sum Insured in the **Schedule**. The Sum Insured by this section is subject to **Average**
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of any one occurrence of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

Debris Removal and Professional Fees

We will indemnify **You** in respect of costs and expenses necessarily incurred by **You** with **Our** consent for:

1. **(a)** removing debris
   (b) dismantling and/ or demolishing
   (c) shoring up propping and fencing off
   (d) clearing and/or repairing drains and service mains on site
2. professional fees in connection with the reinstatement or repair of the **Contract Works** following **Damage** but not for preparing any claim.

Free Issue Materials

The **Contract Works** will include any **Free Issue Materials** provided **You** include their value in the **Contract Price**.

Increase in Contract Price

In the event of any increase in the **Contract Price** during the **Period of Insurance** the Sum Insured stated in the **Schedule** shall be deemed to be increased in like proportion up to but not exceeding 20% of the Sum Insured.

Indemnity to Principal

We will indemnify the **Principal** as though they were **You** but only to the extent required by the conditions of the contract or agreement provided that:

1. the **Principal** shall as though they were **You** observe fulfil and be subject to the terms conditions and exclusions of this Policy
2. **We** shall have the conduct and control of all claims.

Local Authorities

We will indemnify **You** in respect of the additional cost of reinstatement of the **Contract Works** as may be incurred solely by reason of the necessity to comply with any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided that

Section F - Contract Works
continued

1. the amount recoverable under this Clause shall not include:
   - **(a)** costs incurred in complying with any of the said Regulations or Bye-Laws:
     - **(i)** which can be recovered elsewhere
     - **(ii)** under which notice had been served upon **You** prior to the happening of the **Damage**
   - **(b)** the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye-Laws
2. the work of reinstatement shall be commenced and carried out within twelve months of **Damage**.

Maintenance Period Indemnity

Notwithstanding Exclusion 2(f)(i) **We** will indemnify **You** in respect of **Damage** to any part of the **Contract Works** occurring during the **Maintenance Period** relating to that part and for which in the terms of the contract **You** are responsible:

1. arising from a cause occurring prior to such **Maintenance Period**

or

2. caused by **You** in the course of work undertaken to comply with any terms of the contract relating to such **Maintenance Period**.

Off Site Storage

We will indemnify **You** in respect of materials allocated to any contract whilst temporarily stored anywhere within the **Geographical Limits** provided **You** are responsible for them.

Overtime and Other Costs

In respect of any **Damage** for which **You** are entitled to indemnity under this Policy **We** will indemnify **You** in respect of the reasonable additional costs of overtime shift working bonus payments plant hire charges express delivery and similar expenses necessarily incurred by **You** with **Our** consent to expedite the reinstatement or repair of the **Contract Works**.

Provided that:

1. such additional costs shall not in any way contribute to completion of any part of the **Contract Works** sooner than that part would have been completed had such **Damage** not occurred
2. **Our** liability in respect of such additional costs shall not exceed 10% of the **Contract Price**.

Plans and Specifications

The Sum Insured stated in the **Schedule** is deemed to include plans specifications and other documents in respect of which **Our** liability shall be limited to the replacement of such plans specifications and documents essential for completion of the contract and shall not exceed their value as stationery together with the cost of labour in writing up redrawing or reproducing such plans specifications and documents excluding the value of or cost of retrieving information contained therein.

Section F - Contract Works
continued

Prospective Purchasers Temporary Accommodation

In respect of private houses bungalows flats or maisonettes built by **You We** will at **Your** request pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of the property suffering **Damage** as insured by this Section which occurs between exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that:

1. **Our** maximum liability under this Clause shall not exceed 10% of the purchase price of the property or **£10,000** whichever is the lesser
2. the property is not insured elsewhere
3. the purchaser observes the terms and conditions of this Policy.

Show Properties

We will indemnify **You** in respect of **Damage** to show properties including their contents.

The maximum **We** will pay in respect of the contents of any one show property is £10,000.

Speculative Building

We will indemnify **You** in respect of **Damage** to private dwellings **You** have erected on a speculative basis but Cover shall cease from:

1. the date such property is sold let or leased
2. three months after the date of **Practical Completion**

whichever is the earlier.

Where the property comprises several units within one block then part 1 of this Clause shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of **Practical Completion** if parts of it are still unsold unlet or unleased.

Sub-Contractors Waiver of Subrogation

In respect of any contract awarded under the JCT Standard form of Building Contract and insured under this Section the following alterations to this Section shall apply but only in respect of the **Contract Works**.

In respect of **Damage** to the **Contract Works** by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract **We** will not pursue any rights of subrogation against subcontractors directly engaged by **You** provided that the subcontractor shall as if they were **You** observe fulfil and be subject to the terms exclusions and conditions of this Policy.

Section F - Contract Works
continued

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. **(a)** the first **£250** of each and every claim for **Damage** not caused by theft attempted theft or malicious damage
   (b) the first **£500** of each and every claim for **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to:
   (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
   (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
   (c) any part or the **Contract Works** while in transit by sea or air
   (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
   (e) any pre-existing structure building or other property at the **Contract Site** or any contents therein
   (f) any part of the **Contract Works**:
      (i) in respect of which a **Certificate of Completion** has been issued unless such **Damage** be occasioned within 14 days of the date of issue of a **Certificate of Completion** but only to the extent **You** are responsible under the conditions of the contract
      (ii) which has been handed over to the **Principal**
      (iii) which is in occupation or use by or in possession of the **Principal** or with **Your** permission any other person for any purpose other than the performance of the contract
      (iv) which arises after **Practical Completion** where no **Certificate of Completion** is to be issued
3. **Damage** to any part of the **Contract Works** due to or attributable to:
   (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect

Section F - Contract Works
continued

(b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof

(c) any defect in the materials or workmanship

(d) any faulty or defective design plan or specification of or advice relating to that part

4. **Damage** for which **You** are not responsible under the terms of the contract
5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
6. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building
8. **Damage** arising from:

   (a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface

   (b) any work connected with tunnels reservoirs dams viaducts bridges or mines

   (c) any work in under or over water
9. **Damage** to the **Contract Works** upon which work has been suspended for a period in excess of 30 days
10. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
11. **Damage** caused by **Pollution or Contamination** other than that to the **Contract Works**.

Section G - Own Plant

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to **Plant** owned by **You** whilst at the **Contract Site** in transit or at **Your** premises provided that:

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule** or **£25,000** in respect of any one item. The Sum Insured is subject to **Average**
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. **(a)** the first **£250** of **Damage** not caused by theft attempted theft or malicious damage
   (b) the first **£500** of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to:
   (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
   (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
   (c) **Plant** while in transit by sea or air
   (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade.

Section G - Own Plant
continued

3. **Damage** to any part of the **Plant** due to or attributable to:
   - **(a)** any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
   - **(b)** the mechanical electrical or electronic breakdown failure or derangement or explosion
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
   - **(a)** kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building
   - **(b)** in transit but excluding:
     - **(i)** theft from any unattended motor vehicle unless the vehicle is locked at all points of access
     - **(ii)** theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building.

Section H - Hired in Plant

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to **Plant** hired in by **You** or any **Principal** whilst at the **Contract Site** in transit or at **Your** premises provided that:

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule**
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any loss or **Damage** **You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

Continuing Hire Charges

We will indemnify **You** in respect of legal liability to pay continuing hire charges following **Damage** to construction plant tools equipment and temporary buildings hired in by **You**.

Provided that:

1. this Clause shall not apply in respect of hired in **Plant** for which a valid claim has not otherwise been admitted under this Policy
2. in respect of **Damage** **We** shall not be liable under this Clause for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
3. the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of plant of The Contractors' Plant Association
4. **Our** liability under this Clause shall not exceed an amount equal to 13 weeks hire charges or 50% of the total Sum Insured of the Section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event.

Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

Section H - Hired in Plant
continued

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this Policy.

We shall not be liable under this Section in respect of:

1. **(a)** the first **£250** of **Damage** not caused by theft attempted theft or malicious damage
   (b) the first **£500** of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to:
   (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
   (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
   (c) **Plant** while in transit by sea or air
   (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to:
   (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
   (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind other than as defined in the Continuing Hire Charges Clause
6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building

Section H - Hired in Plant
continued

9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
   - **(a)** kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building
   - **(b)** in transit but excluding:
     - **(i)** theft from any unattended motor vehicle unless the vehicle is locked at all points of access
     - **(ii)** theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building.

How to make a claim

In the event of an incident occurring which may give rise to a claim under this Policy **You** should:

1. Take all necessary and reasonable precautions and emergency action to prevent further Injury Loss or **Damage** occurring

Utilise the Helpline facility – see page 2 of this Policy

2. Notify the Police of any incident involving loss Theft Malicious damage or Vandalism
3. Notify **Us** as soon as possible giving full details of the incident

We will:

- **(a)** check the Policy cover to ascertain as far as practical at this stage that a valid claim exists
- **(b)** appoint a Loss Adjuster at **Our** discretion

4. Send to **Us** immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** written consent
5. Retain all damaged property/salvage for inspection **You** may not however abandon any property or salvage to **Us**
6. **We** shall be entitled to:
   - **(a)** enter any of the buildings where **Bodily Injury** or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
   - **(b)** negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** deem appropriate
   - **(c)** prosecute in **Your** name for **Our** own benefit any claim against any other person in respect of any amount paid or payable.

Your Business Insurance

Master Tradesman Plus

Covea Insurance plc
Registered Office: A&B Mills, Dean Clough, Halifax HX3 5AX
Registered in England and Wales No. 613259
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority No. 202277

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