



Contractors Policy Wording

Incorporated Insurance Group Limited are Registered in England (08312009) and are

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INTRODUCTION

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number OIMCC150042 to Incorporated Insurance Group Limited by the Insurer panel Royal & Sun Alliance Insurance plc, AIG Europe Ltd and Covéa Insurance plc, hereafter referred to as Insurers, and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

- the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.
- this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

Basis of this contract

The Insured has applied for this Insurance by completing a proposal form or a statement of fact or made a declaration which is the basis of this contract You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

Please tell your broker within 14 days of becoming aware of any changes to the information you provided when applying for this insurance. Please contact your broker if you require a copy of your application form / Statement of Fact or your schedule.

When we are notified of a change, we will tell you whether this affects your policy. For example whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your policy. If we are not able to accept the change and it becomes necessary to cancel this insurance, we will do so as described within the cancellation conditions contained within the policy.

Please read the whole document carefully. It is arranged in different sections. It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your broker immediately if this document is not correct or if you would like to ask any questions.

Important Notice:

Please note that if the information provided by you is not complete and accurate, we may:

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or revise the extent of cover or terms of this insurance

This Policy has been issued and signed on behalf of the Insurer panel Royal & Sun Alliance Insurance plc, AIG Europe Ltd and Covéa Insurance plc by

Incorporated Insurance Group Ltd
Anglo House
43-45 Butts Green Road
Hornchurch
Essex
RM11 2JS



Authorised signatory

Complaints Procedures

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Broker, who is:-

Incorporated Insurance Group

Anglo House

43-45 Butts Green Road

Hornchurch

Essex

RM11 2JS

Telephone 0333 577 0477

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone:0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Your Obligations

Several Liability Notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

EU Disclosure Clause (UK)

The parties are free to choose the law applicable to this insurance contract. Unless specifically to the contrary this insurance shall be subject to English Law.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Data Protection Act 1998

It is understood by **you** that any information provided to **us** by **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1988 for the purpose of providing Insurance and handling claims if any which may necessitate providing such information to third parties.

Important Information for Employers

The Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 lay down certain obligations for employers and in particular **you** should be aware of the following:

- **Display of Certificates**

This insurance will provide **you** with a Certificate of Employers' Liability Insurance and this will state clearly the companies covered by the **policy**. **You** can display an original copy of the Certificate at each business premises where **your employees** can see it easily or **you** can keep an electronic copy. If **you** choose to display **your** Certificate of Employers' Liability Insurance as an electronic copy **you** need to ensure that **your employees** know how and where to find the certificate and have reasonable access to it.

- **Retention of Certificates**

There is no legal requirement for **you** to keep copies of out of date certificates. However **you** are strongly advised to keep as far as possible a complete record of **your** Employers' Liability insurance. This is because some diseases can appear decades after exposure to its cause and former or current **employees** may decide to make a claim against **you** for the period they were exposed to the cause of their illness.

Employers' Liability Tracing Office Notice

Certain information relating to **your** insurance **policy** including without limitation the policy number(s) employers' names and addresses (including disclosed 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.

Effected Through:

**Incorporated Insurance Group Ltd,
Anglo House,
43-45 Butts Green Road,
Hornchurch,
Essex,
RM11 2JS**

Claims Procedures

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following:

Incorporated Insurance Group Limited
Anglo House
43-45 Butts Green Road
Hornchurch
Essex
RM11 2JS
Tel: +44(0)333 577 0477
Email: claims@iigl.co.uk

Notification of Claims

In the event of any occurrence and/or claim made and/or receipt of notice of any claim made which may give rise to a claim under this **Policy** **you** must notify or forward to **us** or **our** appointed claims representative:

- immediately in writing;
- immediately upon receipt of any letter claims writ summons or process;
- immediately upon receipt of any knowledge of impending prosecution inquest fatal accident or ministerial inquiry.

Additionally **you** must:

- in the case of theft or wilful damage immediately notify the police and take all reasonable steps for the discovery and punishment of any guilty person and to trace and recover the **property** lost;
- within 30 days after such destruction or damage to **property** insured or such further time as may allow delivery to **us** or **our** appointed claims representative at **your** own expense full information in writing of the **property** destroyed or damaged and the amount of loss or damage together with details of any other insurances on any **property** hereby Insured;

Claims Control

- **you** must provide **us** or **our** appointed claims representatives with all the relevant evidence and information relating to the claim as **you** may be reasonably required;
- no admission offer promise payment or indemnity shall be made or given by **you** or on **your** behalf without **our** written consent;
- **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name at **our** own expense and for **our** own benefit any claim for indemnity or damages or otherwise;
- **we** shall have full discretion in the conduct of any proceedings and in the settlement of any claim;
- **you** agree to keep accurate books and records of all the figures provided and permit **us** or anyone appointed by **us** to inspect **your** books and records at any time insofar as they relate to this insurance;

Note For Ministry of Justice (MOJ) Portal Claims (Duties owed by the Insured)

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

Here is what to do if **YOU** receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant representative

If **YOU** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF

Please note **YOUR** failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this Policy being withdrawn.

Definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

Asbestos

Asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

Bodily injury

A physical injury caused by an identifiable accident which within 12 months of the accident results in death disability or loss described under 'What is covered'.

Business

The activities set out in **your** policy schedule under Business Description conducted by **you** at or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and in respect of sections one and two only shall include:

- a) the provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire security first aid medical and ambulance services
- b) private work undertaken with **your** prior consent by **employees** for any of **your** directors or senior officials
- c) the ownership maintenance and repair of the Insured's own premises.
- d) private work undertaken by any person employed for any director or partner of the Insured or **employee** with the prior consent of the Insured
- e) participation in exhibitions held within the **Territorial Limits**
- f) project supervisor where the Insured acts in that capacity (as defined in the Business Description in the Schedule) by virtue of the requirements of any Health & Safety legislation.

Employee

- a) any person under a contract of service or apprenticeship with **you**
- b) any person who is hired to or borrowed by **you**
- c) any person engaged in connection with a work experience or training scheme
- d) any labour master or person supplied by them
- e) any person engaged by labour only sub-contractors
- f) any self-employed person working on a labour only basis under **your** control or supervision
- g) any voluntary helper while working for **you** in connection with the **business**.
- h) any person supplied to the Insured under a **contract** or agreement the terms of which deem such person to be in the employment of the Insured while working under the control of the Insured in connection with the **business** provided always that this definition shall not include any bona-fide sub-contractor.

Excess

The amount which **you** must pay as the first part of each claim made as specified in the Schedule and shall apply to each and every claim or series of claims arising out of one originating cause.

Injury

Bodily injury death illness mental injury mental anguish emotional distress a disease or nervous shock.

Insured person and additional insured

- a) any principal for whom the Insured is carrying out a **contract** for the performance of work but only to the extent required by the contract conditions.
- b) any director or partner of the Insured
- c) any person employed
- d) the officers committees and members of the Insured canteen social sports and welfare organisations and first aid fire medical and security services in their respective capacities as such
- e) any director or partner of the Insured or **employee** in respect of private work undertaken by any person employed for such director partner or **employee** with the prior consent of the Insured each of whom shall as though the Insured be subject to the terms of this **Policy**.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or platform or structure or installation and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Policy

This policy booklet schedule **Statement of Fact** Employers' Liability Certificate and any endorsements attached or issued.

Pollution or contamination

- a) Pollution or contamination of buildings or other structures or of water land or the atmosphere and
- b) Loss damage or **injury** directly or indirectly caused by such pollution or contamination.

Product(s)

Goods or other material property sold supplied distributed delivered installed manufactured hired out erected constructed processed repaired altered serviced treated or tested by **you** or on **your** behalf in the course of the **business**. This shall not include food or drink for consumption on the premises of the Insured or at any other premises where the Insured is conducting the **business**.

Property

Property shall mean material tangible property

Statement of Fact

The information provided at the time of quotation or mid-term alteration any information given by **you** or on **your** behalf and any other information detailed on the **Statement of Fact**.

Territorial limits

- a) Great Britain Northern Ireland the Channel Islands or the Isle of Man other than **offshore**;
- b) member countries of the European Community other than **offshore** in connection with temporary visits undertaken in the course of the **business** by any person normally resident in the territories described in a) above;
- c) elsewhere in the world other than **offshore** in respect of **business** journeys which do not involve manual labour or the supervision thereof.

Terrorism

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

Underground services

Loss or damage to underground tunnels or other infrastructure including pipes cables or services.

Vehicle

Liability arising out of the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation.

We / us / our

The insurer named in **your** schedule.

Works executed

Works executed including goods or materials used by or on **your** behalf in the course of the **business**.

You / your

The person(s) or company(ies) named in the schedule

What is covered

1. Indemnity

We will indemnify **you** against all sums that **you** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental:

- **injury** to any person;
- loss of or damage to material property;
- nuisance or trespass obstruction loss of amenities or interference with any right of way air or water or easement;
- wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy.

occurring within the **territorial limits** during the period of insurance and happening:

- in connection with the **business** or;
- caused by **products**.

Limit of Indemnity

Our liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the schedule for any one event.

Our liability for all compensation payable in respect of all claims arising out of **pollution or contamination** which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the amount shown in the schedule as the limit of indemnity for any one event.

Costs

We will in addition:

- pay all other costs and expenses incurred with **our** written consent in respect of any claim which may be the subject of indemnity under this section.
- pay solicitors fees incurred with **our** written consent for:
 - defence in any Court of Summary Jurisdiction of any proceedings brought against **you** in respect of breach or alleged breach of any statutory duty resulting in **injury**.
 - representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section.

What is not covered

- The **excess** as shown in the schedule.

The indemnity will not apply to legal liability:

1. Injury to employees

In respect of **injury** to any **employee**.

2. Property under your control

In respect of loss or damage to:

- **property** belonging to **you**.
- **property** which is leased let rented hired or lent to or which is the subject of a bailment to **you**. This exclusion does apply to premises leased let rented hired or lent to **you** provided that the indemnity will not apply to legal liability in respect of:
 - loss or damage arising under agreement unless liability would have attached to **you** in the absence of such agreement.
 - loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on **your** behalf.
 - **property** comprising the permanent or temporary works undertaken by **you** in the course of any **contract** or agreement and is under **your** control or for which **you** are responsible.

3. Aircraft and watercraft

Arising out of the ownership possession or use by or on **your** behalf of any:

- Aircraft or any craft designed to travel in on or through air or space.
- Watercraft or any craft designed to travel in or through water (other than watercraft not exceeding 8 metres in length or hand propelled boat or pontoon in inland or UK territorial waters.)

4. Motor Liability

Arising out of the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation.

5. Rectifications costs

- in respect of the cost or value of any **works executed** or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such **works executed**.
- for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **you** or for any reduction in the value thereof.

What is covered

- indemnify **you** and at **your** request any of **your** directors or **employees** in respect of legal costs and expenses incurred with **our** written consent and costs awarded against **you** or any director or **employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974, the Construction (Design and Management) Regulations 1994 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man providing that:
 - the proceedings relate to the health safety or welfare of persons other than **employees**
 - **we** will not indemnify **you** in respect of:
 - fines or penalties;
 - costs and expenses insured by another policy.
- indemnify **you** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Food Safety (Northern Ireland) Order 1991 provided that:
 - The proceedings relate to an offence alleged to have been committed in the course of the **business** during the period of insurance.
 - **we** will not indemnify **you** in respect of
 - fines or penalties
 - costs and expenses insured by any other policy.

provided that **you** would have been entitled to indemnity under this section if the claim had been made against **you**:

- any of **your** officers committees or members canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- any of **your** directors or senior officials in respect of private work undertaken by any **employee** for such director or senior official

provided that:

- each such person shall as though they were **you** observe fulfil and be subject to the terms of this section insofar as they can apply
- **we** shall retain the sole conduct and control of all claims

where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed £1m any one event in all sections of this policy in the aggregate.

What is not covered

6. Products/recall/refunds

- regarding the loss or expenditure incurred by anyone in recalling modifying disposing of or making a refund in respect of any **product**;
- for the loss of or damage to any **product** or for the costs of recall removal repair alteration replacement or reinstatement of such **product** caused by any defect therein or the unsuitability thereof for its intended purpose;
- for the loss of or damage to or the cost of removing reinstating replacing or rectifying any **product** under a separate previously completed **contract**;

7. Aircraft Products

- any **product** which to **your** knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort;

8. Custody and Control

- For any **product** which is in **your** custody or control;

9. Contractual Products Liability

- arising from or in connection with **products** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of the said agreement.

10. Liability under agreement

Assumed by **you** under agreement unless the conduct and control of claims is vested in **us** but indemnity shall not in any event apply to:

- liquidated damages fines or penalties.
- an agreement to arrange insurance under the terms of clause 21.2.1 of the JCT Conditions of Contract condition requiring insurance of a like kind.
- liability which attaches solely by reason of an agreement relating to the performance of work outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.

11. Design and advice

Arising from advice instruction or omission consultancy design formula specification inspection certification or testing undertaken or given for a fee or in circumstances where a fee would normally be charged.

12. Pollution or Contamination

Arising from **Pollution or Contamination** other than where the Insured becomes legally liable to pay Damages and Defence Costs in respect of accidental

- Injury to any person
- Loss of or Damage to Property

arising out of **Pollution** in connection with the Business of the Insured and occurring in its entirety during the Period of Insurance but only to the extent that the Insured can demonstrate that such **Pollution**

- (a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
- (b) was not the direct result of the Insured failing to take reasonable precautions to prevent such **Pollution**

What is not covered

This Policy does not provide indemnity in respect of legal liability for:

- loss or damage to Premises presently or at any time previously owned or tenanted by the Insured;
- loss or damage to land or water within or below the boundaries of any land or Premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care custody or control;
- loss or damage in the United States of America and/or Canada and/or their possessions or protectorates.

Furthermore this Policy is subject to the following limitation:

- Indemnity under Public Liability shall be subject to the Limit of Indemnity stated in the Schedule both in respect of any one occurrence or event and also in the aggregate for the Period of Insurance.
- Indemnity under Products Liability shall be subject to the aggregate Limit of Indemnity stated in the Schedule.

Provided always that the total indemnity payable in respect of any one occurrence or event under Public Liability shall never exceed £5m and for Products Liability it shall never exceed £5m in the aggregate.

13. Asbestos

In any way arising from or contributed to by:

- **injury** loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed or arising from the manufacture production storage handling removal stripping out demolition transportation or disposal of **asbestos** or materials containing **asbestos**;
- inhalation or ingestion of **asbestos**;
- exposure to or fear of the consequences of exposure to **asbestos**;

the presence of **asbestos** in any **property** or on land investigating managing removing controlling or remediation of **asbestos**.

14. Hazardous work and locations

Arising in connection with work undertaken on or in connection with:

- aircraft or watercraft;
- airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access;
- any work undertaken airside on or in the immediate vicinity of aircraft;
- demolition sites other than demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms and ancillary part of a **contract** for construction alteration or repair;
- excavations below 3 metres from the surface;
- the use of explosives;
- spectator stands;
- Ministry of Defence Properties;
- railways or railway installations;
- docks piers harbours wharves **offshore** installations rigs platforms ships vessels boats or any work in connection with water or near water;
- quarries mines or collieries;
- chemical or petro-chemical works oil refineries gas works or fuel storage facilities;
- power stations or nuclear plants;

- bridges viaducts tunnels dams chimney shafts blast furnaces towers or steeples spires pylons;

What is not covered

- noise levels in excess of 85 decibels;
- underpinning pile driving or quarrying;
- the use of cradles slings bosun's chairs abseiling equipment or the like provided that this exclusion shall not apply where such equipment has been designed for the raising lowering or transportation of inanimate materials and is being solely used for such purposes in accordance with the manufacturers' instructions.
- any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health;
- Water diversion sub-aqua work or diving.

Unless otherwise agreed by us and noted in the **Statement of Fact**.

15. Hazardous Substances

For any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

16. Loss of or Damage to Underground Services

Where the Insured or persons acting on behalf of the Insured are undertaking digging boring or excavation work unless prior to and during the carrying out of the work the Insured has taken all reasonable and necessary precautions to locate and prevent loss of or damage to all underground services including pipes cables tunnels or other infrastructure.

Reasonable and necessary precautions shall include but not be limited to:

- the use of appropriate scanning equipment to locate the position and depth of cables and pipes and other underground services or tunnels or infrastructure;
- obtaining and reviewing maps and plans showing the services in the locality of the works from the Utility providers and their "dial before you dig" services and local authorities;
- supplying the relevant maps plans and information as to the location of underground services to any persons undertaking such work;
- conducting hand driven trial or test bore holes where appropriate to the work.

Subject to the terms conditions limits and exclusions of the Policy.

17. Deliberate Acts

In respect of nuisance trespass or interference with any right of air light water or way of easement which results from any deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstance of such act or omission. This exclusion shall also apply in respect of any deliberate act or omission by any other person entitled to indemnity but only insofar as indemnity to such person is concerned.

What is not covered

18. Fungus Toxic Mould and Mildew

- for damages direct or consequential on account of **bodily injury** personal or advertising injury or medical payments arising out of resulting from contributed to or in any other way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or;
- for any costs or expenses associated in any way with the abatement mitigation remediation containment detoxification neutralisation monitoring removal disposal of any obligation to investigate or assess the presence of effects of any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or;
- for any obligation or duty to defend any actions on account of **bodily injury, property** damage, personal or advertising injury or medical payments arising out of resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens.

19. North American

Occurring within the United States of America or Canada or their territories or possessions.

20. Airside Liability

Arising out of work carried out Airside.

21. Electromagnetic Fields

Arising out of or contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

<p>Section one: Public and Products Liability (Continued)</p>	
<p><u>What is covered</u></p> <p>2. Additional persons insured</p> <ul style="list-style-type: none"> • In the event of the death of any person entitled to indemnity under this section we will indemnify in the terms of this Section the deceased legal personal representatives but only in respect of liability incurred by such deceased person; • at your request we will indemnify in the terms of this section: <ul style="list-style-type: none"> - any principal in respect of liability arising out of your performance of any agreement entered into by you with the principal to the extent required by such agreement; - any of your directors or employees in respect of liability arising in connection with the business. <p>Provided that you would have been entitled to indemnity under this section if the claim had been made against you:</p> <ul style="list-style-type: none"> - any of your officers committees or members canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such; - any of your directors or senior officials in respect of private work undertaken by any employee for such director or senior official. <p>provided that:</p> <ul style="list-style-type: none"> • each such person shall as though they were you observe fulfil and be subject to the terms of this section insofar as they can apply; • we shall retain the sole conduct and control of all claims. <p>Where we are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the limit of indemnity.</p>	<p><u>What is not covered</u></p>
<p>3. Defective Premises Act</p> <p>We will indemnify you for legal liability in respect of injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the business and since disposed of by you is included within the terms of the indemnity provided in this section.</p>	<ul style="list-style-type: none"> • Indemnity will not apply if you are entitled to indemnity under any other insurance.
<p>4. Cross Liabilities</p> <p>If more than one insured is referred to in the schedule this section shall apply to each one as if a separate policy had been issued to each provided that the total amount of indemnity</p>	

<p>payable to all parties in respect of damage shall not exceed the limit of indemnity.</p>	
Section one: Public and Products Liability (Continued)	
<p><u>What is covered</u></p> <p>5. Compensation for court attendance</p> <p>In the event of any of the undernoted persons attending court as a witness of our request in connection with a claim in respect of which you are entitled to indemnity under this section we will provide compensation to you at the following rates per day for each day on which attendance is required:</p> <p>a) any of your directors or partners £250 b) any employee £150</p>	<p><u>What is not covered</u></p>
<p>6. Contingent Motor Liability</p> <p>Notwithstanding 'what is not covered' 4 (vehicles) of Section 1 we will indemnify you in the terms of this section against legal liability in respect of injury loss or damage arising out of the use in connection with the business of any motor vehicle not owned or provided by you.</p> <p>The indemnity will not apply to legal liability:</p> <ul style="list-style-type: none"> • in respect of loss of or damage to any such vehicle or to goods conveyed therein or thereon • in respect of injury loss of or damage arising whilst such vehicle is being: <ul style="list-style-type: none"> - driven by you - driven with your or your representatives general consent by any person who to your or your representatives knowledge do not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence - used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man • in respect of which you are entitled to indemnity under any other insurance. • in circumstances where it is compulsory for the Insured stated in the schedule to Insure as a requirement of the Road Traffic Act Legislation. 	
<p>7. Data Protection Act</p> <p>We will indemnify you in respect of liability arising under the Data Protection Act 1998 or any subsequent legislation amending revising or replacing such act.</p> <p>Provided that:</p> <ul style="list-style-type: none"> • the process of registration under the above Act has been commenced or completed by you and the application has not been refused or withdrawn 	<p>We shall not be liable in respect of:</p> <ul style="list-style-type: none"> • the recording or provision of data for reward or for determining the financial status of one person; • any liability which arises as a result of a deliberate act or omission by you and which could reasonably have been expected by you having regard to the nature and circumstances of such an act or omission.

<ul style="list-style-type: none"> no liability arises as result of the provision by you of the services of a computer bureau <p>Our total liability including all costs and expenses in this respect shall not exceed £250,000 during any one period of insurance.</p>	
<p><u>What is covered</u></p> <p>8. Overseas Personal Liability</p> <p>We will indemnify you and if you so request any of your directors partners or any employees or their spouse against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel islands or the Isle of Man in connection with the business.</p>	<p><u>What is not covered</u></p> <p>The indemnity will not apply to legal liability:</p> <ul style="list-style-type: none"> arising out of the ownership or occupation of land or buildings; in respect of which any person referred to above is entitled to indemnity under any other insurance.
<p>9. Manslaughter costs</p> <p>We will indemnify you and if you ask any director or partner of yours or any employee against:</p> <ul style="list-style-type: none"> legal costs and expenses we approve in: <ul style="list-style-type: none"> the course of an investigation leading to a charge of; defending you and if you ask any director or partner of yours or any employee against criminal proceedings in connection with an offence of; an appeal against any conviction resulting from a prosecution for; <p>manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy</p> <ul style="list-style-type: none"> prosecution costs awarded as a result of any conviction for such an offence. <p>The maximum amount we will pay in total during any one period of insurance is £1m any one event in all sections of this policy in the aggregate.</p>	<p>We shall not be liable in respect of:</p> <ul style="list-style-type: none"> the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by us finest or penalties or the cost of implementing any remedial order or publicity order costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success costs and expenses of an appeal against any fine penalty remedial order or publicity order costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order costs and expenses insured by any other policy costs and expenses of any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

What is covered

1. Indemnity

We will indemnify **you** against all sums that **you** shall become legally liable to pay as damages together with costs and expenses shown below in respect of **injury** sustained within the **territorial limits** during the period of insurance by any **employee** arising out of their employment by **you** in the course of the **business**.

Limit of indemnity

Our liability under this section for damages costs and expenses payable in respect of any one claim against **you** or series of claims against **you** arising out of one event shall not exceed the amount stated in the schedule or £5,000,000 in respect of claims arising from **war or terrorism**.

Costs and expenses shall be deemed to mean:

- costs and expenses of claimants for which **you** are legally liable;
- other costs and expenses incurred with **our** written consent in respect of any claim which may be the subject of indemnity under this section;
- solicitors fees incurred with **our** written consent for:
 - defence in any Court of Summary Jurisdiction of any proceedings brought against **you** in respect of breach or alleged breach of any statutory duty resulting in **injury**;
 - representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this section.
- legal costs and expenses incurred by **you** and at **your** request of any of **your** directors or **employees** with **our** written consent and costs awarded against **you** or any of **your** directors or **employees** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that:
 - the proceedings relate to the health safety or welfare of **employees**
 - **we** will not indemnify **you** in respect of:
 - fines or penalties

costs and expenses insured by any other policy

What is not covered

The indemnity will not apply to legal liability:

1. Motor Liability

For which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.

2. Radioactive contamination

So far as concerns the liability of any principal or liability assumed by **you** under agreement and which would not have attached in the absence of such agreement this section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

3. Offshore

For **injury** arising in connection with any **employee** while **offshore**.

4. Hazardous Locations

Arising in connection with work undertaken on or in connection with:

- aircraft or watercraft
- airport or aerodrome runways manoeuvring areas or aprons or those parts of
- airports or aerodromes to which aircraft have access
- any work undertaken airside on or in the immediate vicinity of aircraft.
- demolition sites other demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a **contract** for construction alteration or repair
- excavations below 3m in depth from the surface
- the use of explosives
- spectator stands
- Ministry Of Defence Properties
- railways or railway installations
- docks piers harbours wharves **offshore** installations rigs platforms ships vessels boats or any work in connection with water or near water
- quarries mines or collieries
- chemical or petro-chemical works oil refineries gas works or fuel storage facilities
- power stations or nuclear plant
- bridges viaducts tunnels dams chimney shafts blast furnaces towers or steeples spires pylons
- noise levels in excess of 85db
- underpinning pile driving quarrying

Section two: Employers Liability (Continued)

What is covered

What is not covered

- the use of cradles slings bosun's chairs abseiling equipment or the like provided that this exclusion shall not apply where such equipment has been designed for the raising lowering or transportation of inanimate materials and is being solely used for such purposes in accordance with the manufacturer's instructions
- any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health
- Water diversion, sub-aqua work or diving

unless otherwise agreed by **us** and noted in the **Statement of Fact**.

2 Additional persons insured

- In the event of the death of any person entitled to indemnity under this section **we** will indemnify in the terms of this section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
- At **your** request **we** will indemnify in the terms of this section
 - any principal in respect of liability arising out of **your** performance of any agreement entered into by **you** with the principal to the extent required by such agreement
 - any of **your** directors or **employees** in respect of liability arising in connection with the **business**

provided that **you** would have been entitled to indemnity under this section if the claim had been made against **you**

- any of **your** officers committees or members canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- any of **your** directors or senior officials in respect of private work undertaken by any **employee** for such director or senior official

provided that

- each such person shall as though they were **you** observe fulfil and be subject to the terms of this section insofar as they can apply.

We shall retain the sole conduct and control of all claims.

3 Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- any of **your** directors or partners £250
- any **employee** £150

Section two: Employers Liability (Continued)

<u>What is covered</u>	<u>What is not covered</u>
<p>4 Unsatisfied court judgements</p> <p>In the event of injury to an employee sustained during the period of insurance and arising out of their employment by you in the course of the business which results in a judgement for damages being obtained by such employee or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement we will at your request pay to the employee or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:</p> <ul style="list-style-type: none"> • the judgement for damages is obtained <ul style="list-style-type: none"> - in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man - against a company partnership or individual other than you conducting a business at or from premises within the territories described above • there is no appeal outstanding <p>if any payment is made under the terms of this clause the employee or their personal representatives shall assign the judgement to us.</p>	
<p>5 Manslaughter costs</p> <p>We will indemnify you and if you ask any director or partner of yours or any employee against</p> <ul style="list-style-type: none"> • legal costs and expenses we approve in: <ul style="list-style-type: none"> - the course of an investigation leading to a charge of; - defending you and if you ask any director or partner of yours or any employee against criminal proceedings in connection with an offence of; - an appeal against any conviction resulting from a prosecution for; <p>manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy</p> <ul style="list-style-type: none"> • prosecution costs awarded as a result of any conviction for such an offence. <p>The maximum amount we will pay in total during any one period of insurance is £1,000,000.</p>	<p>We shall not be liable in respect of:</p> <ul style="list-style-type: none"> • the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by us • fines or penalties or the cost of implementing any remedial order or publicity order • costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success • costs and expenses of an appeal against any fine penalty remedial order or publicity order • costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order • costs and expenses insured by any other policy • costs and expenses of any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The following exclusions apply to the whole of **your** insurance (unless stated otherwise).

We will not pay for:

1 Radioactive contamination

- a) loss or damage to any **property** or any loss or expense resulting or arising there from or any consequential loss and
- b) any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

General exclusion 1 will not apply to Section two (Employers' Liability) except in relation to the liability of any principal for whom **you** are carrying out a contract or liability **you** have assumed under a **contract** or agreement which would not have attached in the absence of the contract or agreement.

2 War risk

any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power.

General exclusion 2 does not apply to Section two (Employers' Liability).

3 Punitive and exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages

4 Defamation

any claim in respect of any form of defamation.

5 Biological or Chemical Clause

any liability arising out of injury, loss or damage costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

6 Terrorism

any liability arising out of **injury** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
- b) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**.

If **we** allege that by reason of this exclusion any **injury** loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

General exclusion 6 does not apply to Section two (Employers' Liability).

7 Cyber Liabilities

- a) any liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via **your** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.
- b) loss or damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- i) the response of a computer to any date or date change or;
- ii) the failure of a computer to respond to any date or date change or;
- iii) the loss of or denial of access to any data either your own or third party or;
- iv) any loss of or damage to or change or corruption in data or software on a computer or computer system or;
- v) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

does not apply to Section two (Employers' Liability).

The following conditions apply to the whole of **your** insurance.

You must comply with all of these conditions. If **you** do not comply with them **we** may at **our** option treat the **policy** as though it never existed or cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

1 Alteration of risk

It is a condition precedent to liability that **you** must give **us** immediate notice of any alteration or change affecting the risk insured. If **we** accept such alteration or change it may affect the premium terms or conditions of the cover. **We** do not have to accept any alteration or change affecting the risk.

2 Arbitration

If there is any dispute about the amount to be paid under this **policy** (and **we** have admitted liability) the matter will be referred to an arbitrator chosen by **you** and by **us** under the legal rules governing arbitration. This will not happen if the claim in question is disputed for a reason other than the amount to be paid. The arbitrator must decide that **you** are right and make an award before **you** can take legal action against **us**.

3 Cancellation

You may cancel this insurance by giving **us** notice in writing before the **policy** expires but by doing so **you** will not be entitled to a refund as subject to a minimum and deposit premium.

We may cancel the insurance by sending **you** 30 days notice in writing to **your** last known address and unless **we** have agreed any return premium **you** will not be entitled to a refund.

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit installment scheme. **We** will not refund any premium **you** have paid by installments. If **we** have accepted a claim for loss or damage under this insurance **we** may take any premium installments **you** owe from the claim payment.

4 Fraud

If a claim is made **you** and anyone acting on **your** behalf must not act dishonestly in any way or provide false information.

5 English Law

This **policy** shall be governed by and construed in accordance with the law of England unless otherwise agreed by **us**. In the event of any dispute concerning the interpretation of this **policy** both **you** and **us** agree to submit to the jurisdiction of any court of competent jurisdiction within the United Kingdom and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

6 Non-disclosure/misrepresentation

You must disclose all facts and information that might be relevant to **our** assessment of the risk and all material representations made to **us** must be to the best of **your** knowledge. Any statements made or information provided in the **Statement of Fact** which forms the basis of this contract must be complete and correct to the best of **your** knowledge and belief.

7 Other insurance

It is a condition precedent to liability that **we** will not indemnify **you** in respect of loss damage or liability which is insured by or would but for the existence of this **policy** be insured by any other policy except in respect of any **excess** beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

8 Paying by installments

If **you** have agreed to pay **your** premium by instalments, the following will apply.

- a) If **you** do not pay an instalment when it is due or if the instalment instruction has been cancelled for any reason **you** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 7 days **we** will cancel the remaining cover under this insurance and notify **you** in writing as shown in General Condition 1.
- b) If any extra premium is needed during the **period of insurance** it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments **you** must immediately pay any extra premium when it is due.
- c) If **we** owe **you** any return of premium the amount **we** owe may be taken off the instalments due for the year. If **you** have already paid all **your** instalments **we** will pay any return premium to **you**.

9 Reasonable precautions

You must:

- a) take all reasonable precautions to prevent occurrences which may give rise to liability under this **policy**
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defects or danger which becomes apparent or take such additional precautions as the circumstances may require
- d) take reasonable care in selecting **employees**.

10 Discharge of liability (Applicable to Section 1 (Public liability) only)

We may pay the limit of indemnity or any lesser amount for which any claim or claims against **you** can be settled and **we** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

11 Premium adjustment

Parts of the premium will be calculated on estimates. **You** must within three months from the expiry of each period of insurance furnish such particulars and information as **we** may require and shall at **our** request provide an auditors certificate in support thereof. The premium shall then be adjusted and the difference paid by or allowed to **you** subject to any minimum premium required. If **you** fail to supply such particulars **you** will be failing to adhere to the terms and conditions of the **policy** and any claim that may occur within this period may be prejudiced.

12 Claims control

It is a condition precedent to liability that:

- a) **you** must provide **us** with all the relevant evidence and information relating to the claim as **you** may be reasonably required;
- b) no admission offer promise payment or indemnity must be made or given by **you** or on **your** behalf without **our** written consent;
- c) **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name at **our** own expense and for **our** own benefit any claim for indemnity or damages or otherwise;
- d) **we** shall have full discretion in the conduct of any proceedings and in the settlement of any claim;
- e) **you** agree to keep accurate books and records of all figures provided and permit **us** or anyone appointed by **us** to inspect **your** books and records at any time insofar as they relate to this insurance;

13 Notification of claims

It is a condition precedent to liability that in the event of any occurrence and/or claim made and/or receipt of notice of any claim made which may give rise to a claim under this **policy** **you** must:

- a) notify **us** immediately in writing;
- b) in the case of theft or wilful damage immediately notify the police and must take all reasonable steps for the discovery and punishment of any guilty person and to trace and recover the **property** lost;
- c) within 30 days after such destruction or damage to **property** insured or such further time as may allow delivery to **us** at **your** own expense full information in writing of the **property** destroyed or damaged and the amount of loss or damage together with details of any other insurances on any **property** hereby insured;
- d) immediately forward to **us** upon receipt any letter claim writ summons or process;

14 Sanctions Clause

Insurers shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

15 Excess Clause

The payment of the **excess** is a condition precedent and in the event the **excess** is not paid when requested **we** will not pay the claim under this **policy** and **you** will have to pay any claims in full and may be liable to repay any costs incurred by **us** up to the time of failure to pay the **excess**.

This condition is only applicable to Section One (Public and Products Liability)

16 Use of heat condition

It is a condition precedent to liability that in respect of use away from **your** premises of blow lamps blow torches flame guns hot air guns hot air strippers electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) or tar bitumen or asphalt boilers or pitch heaters the undernoted precautions will be complied with on each occasion.

- a) the immediate area in which work is to be carried out must be examined and combustible property within the vicinity of the work either removed to a distance of not less than 6 metres from the point of work or as far as practicable covered by non-combustible materials, blankets or screens.
- b) adequate and suitable fire extinguishers in full working order must be kept available for immediate use at each area of work and used immediately where smoke smouldering or flames are detected.
- c) heat equipment will be left for as short a time as possible before use and extinguished immediately after use and will not be left unattended while hot lit or switched on.
- d) upon completion of each period of work a thorough fire safety check must be carried out in and around the vicinity of the work (including spaces behind walls screens or partitions and above false ceilings). The fire safety check must be undertaken at regular intervals for a period of at least 30 minutes after completion.
- e) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition must be inspected to see whether any combustible property other than the **property** to be worked upon is in danger of ignition either directly or by conduction of heat
- f) all combustible property must be removed to a distance of not less than 6 metres from the point of work and **property** which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- g) **you** must arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished
- h) gas cylinders not in use must be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- i) any tar bitumen or asphalt boiler must not be left unattended
- j) the heating of asphalt bitumen tar or pitch must be carried out in the open in a vessel designed for that purpose placed on a non-combustible surface

17 Right of recovery (applicable to Section two only)

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, but **you** must repay to **us** all sums paid by **us** that **we** would not have been liable to pay but for the provisions of such law.

18 Bona-fide Sub-contractors Condition

It is a condition precedent to liability that in respect of **injury** or damage arising out of or caused by work undertaken on **your** behalf by any bona-fide sub-contractor that:

- a) **you** obtain and retain a written record that such bona-fide sub-contractor has in force throughout the duration of any work undertaken by them on **your** behalf Public Liability Insurance with a limit of indemnity equivalent to that held by **you** covering legal liability for damage to **property** and **injury** to any person other than an **employee** and includes an indemnity to principal clause
- b) in the event of a claim related to work undertaken by such bona-fide sub-contractor **you** must provide documentary evidence of the Public Liability Insurance held by such bona-fide sub-contractor at the time of their appointment to carry out the work.

19 Survey clause (applicable if a survey is required as indicated on the schedule)

Cover is strictly subject to receipt by **us** of a satisfactory survey carried out by an authorised surveyor.

We reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey. **You** must implement the survey requirement(s) or as otherwise agreed by **us** within a period to be agreed by **us** and advised to **you**.

If **you** fail to implement the requirement(s) within the period agreed by **us** then all coverage shall terminate at the end of said period.