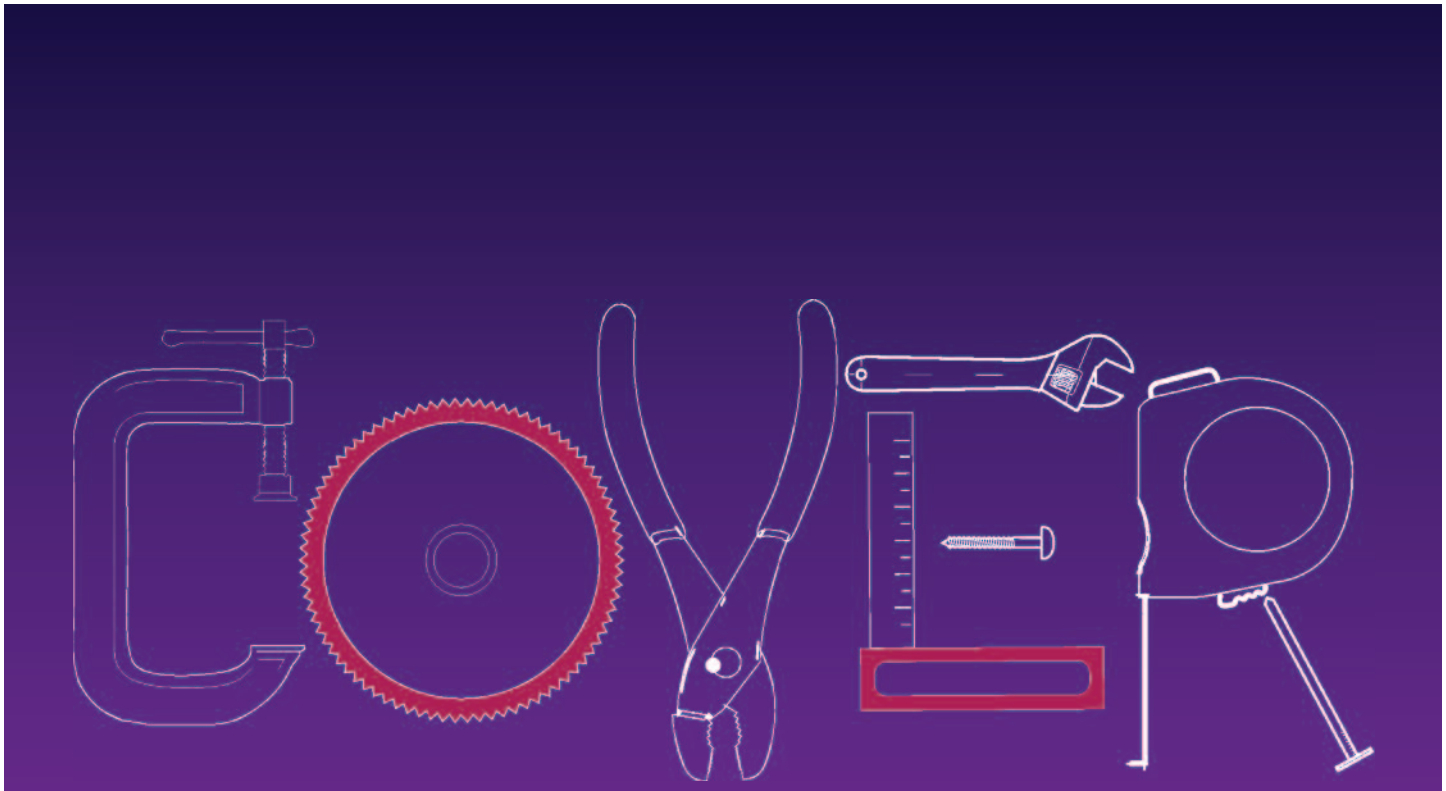
CONTRACTORS COMBINED
POLICY DOCUMENT



THE RIGHT TOOL FOR THE JOB

Free Business Advice Service

Available 24 hours each day, 7 days every week, all year round

This free helpline service is provided which you may use while your Policy is in force:

Business Legal Advice Helpline **0345 878 5024**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.

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Contractors Combined Policy

NIG policies are underwritten by U K Insurance Limited. This Policy is subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We agree to accept the premium. The statement of fact or proposal, this policy booklet and any information supplied by You shall be incorporated in the contract.

General Definitions

The Company
U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

Contract Works
The temporary or permanent works executed or in the course of execution by or on behalf of the Insured in the performance of any contract including materials supplied by reason of the contract and other materials for use in connection therewith.

Craft
Any vessel or craft made or intended to float on or in or travel through water air or space.

Damage
Loss destruction or damage.

Employee
Any person while working for the Insured in connection with the Business who is

a under a contract of service or apprenticeship with the Insured
b a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
c a labour master or person supplied by him
d a person engaged by a labour only sub-contractor
e a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured
f a driver or operator of hired-in plant
g a trainee or person undergoing work experience
h a voluntary helper.

Excess
The total amount which shall be borne by the Insured before the Company shall be liable to make any payment as ascertained after the application of all the terms conditions Exclusions and limits of the Section and the Policy.

The Insured
The person, persons or Limited or Public Limited Company named in the Schedule.

Period of Insurance
The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable) and any subsequent period for which the Insured shall pay and the Company shall agree to accept the Insured's premium.

Pollution or Contamination *(not applicable to Section 3 of this Policy)*

a All pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
b all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

Practical Completion
Completion except for the selection by the prospective purchaser lessee tenant or other occupant of decorations and/or final fitments.

Products Supplied
Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by the Insured in connection with the Business and no longer in the charge or control of the Insured.

Property
Material Property.

Territorial Limits
Great Britain Northern Ireland the Channel Islands and the Isle of Man

Interpretations

Bodily Injury - shall include death disease illness mental injury mental anguish or nervous shock.

The Business - shall include

- **a** the ownership repair maintenance and decoration of the Insured's premises
- **b** private work undertaken by any Employee of the Insured for the Insured or with the Insured's consent for any director partner or other Employee of the Insured
- **c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

The Insured - shall include

- **a** personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured
- **b** if the Insured so requests:
  - **i** any director partner or Employee of the Insured while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured
  - **ii** any officer or member of the Insured's canteen sports social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such

Provided that such persons shall observe fulfil and be subject to the terms conditions Exclusions and limits of each Section and the Policy in so far as they can apply.

General Conditions

1 The Policy Document

This Policy and the Sections referred to in the Schedule shall be read together as one contract. Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears in the Policy or Section respectively.

2 Misrepresentation

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

3 Reasonable Precautions

The Insured and any other person indemnified must

- **a** take all reasonable precautions to prevent or minimise Damage accident or injury
- **b** maintain the Business premises machinery equipment and furnishings in a good state of repair
- **c** exercise care in the selection and supervision of employees
- **d** comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons

4 Change of Risk or Interest

This Policy shall be avoided if

- **a** the Insured's interest cease other than by death or
- **b** the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- **c** any alteration be made in the Business or in any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company.

Nothing contained in this Policy shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

5 Adjustment of Premium

If any part of the premium or renewal premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require. The premium shall then be adjusted and the difference paid by or allowed to the Insured (subject to any minimum premium that may apply). Should the Insured fail to supply the information required then the Company shall be entitled to charge a reasonable additional premium.

6 Cancellation

1 Cancellation Rights of the Insured

1 This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (This is known as the "cooling off" period). If the Insured elects to cancel within this period they should return all documents to their Broker, Intermediary or Agent and the Company will pay a refund of Premium for the full amount paid to the Insured. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period the Policy will be treated by the Company as in force and no refund of Premium will be made.

2 If the Insured elects to cancel the Policy after the "cooling off" period has expired but still during any Period of Insurance they must give 14 days notice in writing to their Broker, Intermediary or Agent. The insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.

3 Where the Insured pays by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

2 Cancellation Rights of the Company

1 The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to the Insured in writing at their last known address.

2 The Insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.

3 Where the Insured pays by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above the Insured shall immediately return to the Company any effective Employers Liability Certificate(s) of Insurance.

7 Instalments

Where the premium under this Policy is payable by instalments it is a condition precedent to the Company's liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and the Insured shall surrender forthwith to the Company any effective Certificate(s) of Insurance.

8 Choice of Law

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

9 Contracts (Rights of Third Parties) Act 1999

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

Claims Conditions

1 Action by the Insured

The Insured shall on the happening of any incident which could result in a claim under this Policy:

- **a** immediately notify the Company and deliver to the Company at his own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - **i** 7 days of the event in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
  - **ii** 30 days of the event in the case of any other claim or such further time as the Company may allow.
- **b** give immediate notification to the police in respect of
  - **i** vandalism
  - **ii** theft or any attempt thereat
- **c** make no admission of liability or offer promise or payment without the Company's written consent
- **d** inform the Company immediately of any impending prosecution inquest or fatal accident enquiry or civil proceedings and send to the Company immediately and unanswered every relevant document
- **e** take all reasonable action to minimise or check any interruption or interference with the Business
- **f** produce to the Company such books of account or other Business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim

2 The Rights of the Company

The Company shall be entitled:

- **a** on the happening of any Damage in respect of which a claim is made and without thereby incurring any liability or diminishing any of the Company's rights under this Policy to enter take or keep possession of the premises where such Damage has occurred and to take possession of or require to be delivered to the Company any Property insured and deal with such Property for all reasonable purposes and in a reasonable manner
- **b** at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and the Insured shall give all information and assistance required
- **c** to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company
- **d** in the event of any Occurrence resulting in any claim(s) under Sections 1 and 2 to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 1 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which the Company shall have no further responsibility in connection with such claim(s) except in respect of Section 2 for costs and expenses incurred before the date of payment.

3 Fraudulent Claims

All benefit under this Policy shall be forfeited in the event of any claim being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain benefit.

4 Warranties

Every warranty to which this Policy or any Section or Item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

5 Subrogation

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

6 Other Insurances

If at the time of any accident incident Bodily Injury or Damage which gives rise to a claim there be any other insurance effected by or on behalf of the Insured applicable to such event the liability of the Company shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

7 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

General Exclusions

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 consequential 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 or 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 acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon the Insured.

Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy

1 the Company will indemnify the Insured under the Employers' Liability Section provided that in respect of any one Occurrence or series of Occurrences arising out of any one original cause the Company's 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 the Company will indemnify the Insured under the Public Liability and Products Liability Sections against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that the Company's liability for all damages (including interest thereon) shall not exceed

- **a** under the Public Liability Section (excluding the Products Liability Extension) in respect of any one Occurrence or series of Occurrences arising out of any one event £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section whichever is the lower
- **b** under the Products Liability Extension in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower
- **c** in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower

2 Sonic Bangs

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

3 Radioactive Contamination

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 by or contributed to by or arising from

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

b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

i the liability of any Principal

ii liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

4 Date Recognition

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether the Property of the Insured or not and whether occurring before during or after the year 2000

a correctly to recognise any date as its true calendar date

b to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

c to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Section 3 – Contractors All Risks this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

5 Date Recognition Computer Equipment

the expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other Property is unable to do so at the time of any Damage insured by this Policy.

NOTE: General Exclusion 4 shall not apply to Section 1 – Employers' Liability

Section 1: Employers' Liability

The Company will subject to the Indemnity Limit stated in Section 1 of the Schedule indemnify the Insured against:

1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon) and
b claimants' costs and expenses
in respect of the Occurrence stated in this Section

2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim

3 the solicitor's fees incurred with the Company's 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 this Section or at any coroner's inquest or fatal accident inquiry.

Occurrence

Bodily Injury caused to any Employee of the Insured occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

Special Conditions

1 Contractual Liability

In so far as concerns liability assumed by the Insured under agreement which would not have attached in the absence of such agreement this Section will only apply if the Company retains sole conduct and control of any claim.

2 Right of Recovery

The indemnity provided by this Section 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 and the Isle of Man but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

3 Certificate of Employers' Liability

If this Policy or Section is cancelled any certificate of Employers' Liability insurance is similarly cancelled from the same date.

Exclusions

The Company shall not be liable under this Section in respect of Bodily Injury

1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Acts 1988

2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Extensions

A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

a any director or partner of the Insured £250
b any Employee £150

B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay the costs incurred with its written consent in appealing against any judgement given

Provided that

a this indemnity shall not apply to the payment of fines or penalties
b the prosecution relates to the health safety and welfare of Employee(s).

C Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Company will at the Insured's request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

a there is no appeal outstanding
b if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company.

D Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

a the Company 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 in so far as they can apply.

E Work Overseas

The indemnity provided by this Section shall extend to apply in respect of liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits provided that such Employee is ordinarily resident within the Territorial Limits.

Optional Extension

(only operative if shown as covered in Section 1 of the Schedule)

A Injury to Working Partners

In respect of Bodily Injury to any working partner named in the Schedule such person shall be deemed to be an Employee for the purposes of this Section provided that

- **a** the Bodily Injury is sustained whilst such working partner is working in connection with the Business
- **b** the Bodily Injury is caused by another working partner or Employee whilst working in connection with the Business
- **c** the injured working partner has a valid right of action in negligence against the working partner or Employee responsible for the Bodily Injury.

Section 2: Public Liability

The Company will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify the Insured against:

1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon) and
b claimants' costs and expenses
in respect of the Occurrences stated in this Section

2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim

3 the solicitor's fees incurred with the Company's 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 this Section or at any coroner's inquest or fatal accident inquiry.

Occurrences

1 Accidental Bodily Injury to any person

2 accidental Damage to Property

3 obstruction trespass nuisance or interference with any easement of air light water or way

4 wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or series of Occurrences arising out of any one event shall not exceed the Indemnity Limit stated in the Schedule.

Special Conditions

1 **Contractual Liability**

In so far as concerns liability assumed by the Insured under agreement which would not have attached in the absence of such agreement this Section will only apply if the Company retains sole conduct and control of any claim.

Extension L will not apply to liability assumed by the Insured under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

2 **Costs Inclusive in U.S.A. and Canada**

Where indemnity is provided by this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule shall be the maximum amount payable by the Company inclusive of all costs and expenses.

Excesses

The Company shall not be liable for the first amount of each and every claim under this Section in respect of the following Damage occurring elsewhere than at the Insured's premises:

a Damage to Property other than as described in paragraphs **b** and **c** below
b Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds
c Damage to underground pipes and cables

shown as Excesses A, B and C respectively in Section 2 of the Schedule.

Exclusions

The Company shall not be liable under this Section in respect of:

1 the cost of replacing or making good faulty defective or incorrect
- **a** workmanship
- **b** materials goods or other Property supplied installed or erected by or on behalf of the Insured

2 liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged

3 liability for Bodily Injury caused to any Employee of the Insured arising out of and in the course of such person's employment or engagement by the Insured in the Business

4 liability for Damage to Property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors' partners' Employees' or visitors' Property or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured)

5 Damage to the Contract Works and other materials plant tools or equipment brought on to the site for use in connection with any contract entered into by the Insured and occurring
- **a** before the date of Practical Completion or before a certificate of completion has been issued
- **b** after the date of Practical Completion or after the issue of a certificate of completion and where liability for such Property attaches to the Insured solely by reason of a contract or agreement

6 Damage or injury to Property for which the Insured is required to effect insurance under the terms of Clause 21. 2. 1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any subsequent revision or substitution or under the terms of any similar obligation in other forms of contract

7 liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any:
- **a** Craft other than hand propelled watercraft
- **b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
  - **i** the use of plant as a tool of trade on site or at the Insured's premises
  - **ii** the loading or unloading of such vehicle
  - **iii** the movement of any such vehicle not the Property of the Insured which is interfering with the performance of the Business

  but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle

8 liability arising out of Products Supplied other than:
   a food or drink sold or supplied for consumption by the Insured's directors partners Employees or visitors
   b the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose

9 liquidated damages fines or penalties

10 punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

11 all 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 the liability of the Company for all damages (including interest thereon) 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 Indemnity Limit stated in Section 2 of the Schedule
   c this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories

12 all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories

13 liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Specific Conditions

1 Use of Heat Condition

It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever the following equipment is used anywhere other than on the Insured's premises.

a Blow Lamps or Blow Torches

   i The area in which the equipment is to be used is cleared of loose combustible material
   ii lighted blow lamps or blow torches are continuously attended and extinguished immediately after use
   iii blow lamps are filled only in the open
   iv a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
   v a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

b Welding or Flame Cutting Equipment

- **i** The area in which the equipment is to be used is cleared of loose combustible material
- **ii** other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material
- **iii** lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
- **iv** before applying heat to metal work built into or projecting through walls partitions ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat
- **v** a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- **vi** a thorough examination is made in and about the area in which the work has been undertaken including behind walls partitions ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

c Vessels for Heating of Bitumen or Bituminous Compounds

- **i** Such vessels are continuously attended and used only in the open whilst heating is taking place
- **ii** if used on a roof or within a building such vessels shall be placed on a flat surface of non-combustible material.

2 Underground Services Condition

It is a condition precedent to the liability of the Company that the Insured will

- **i** prior to the commencement of any excavation digging boring or earth moving work take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures
- **ii** adopt or cause to be adopted a method of work which minimises the risk of Damage to such underground pipes cables mains and other services.

3 Housing Grants, Construction and Regeneration Act 1996

The Company will subject to the terms conditions Exclusions and limits of this Section and the Policy indemnify the Insured in respect of the Insured's legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996

Provided that

- **a** the dispute under adjudication is of a nature indemnifiable under this Section
- **b** the Insured shall
  - **i** notify the Company immediately of the receipt of any notice of adjudication or the service by the Insured of any notice of adjudication
  - **ii** forward to the Company immediately upon receipt any relevant documents making reference to adjudication
  - **iii** allow the Company at any time to take over and conduct in the name of the Insured the defence and settlement of any claim and/or any legal proceedings referred to in **iv** below
  - **iv** institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by the Company
  - **v** meet any request direction or timetable of the adjudicator.

It is a condition precedent to the liability of the Company in respect of any decision made by an adjudicator that the Insured shall not waive under contract or otherwise any rights of arbitration or rights of appeal against such decision.

Extensions

A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

a any director or partner of the Insured £250
b any Employee £150

B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay the costs incurred with its written consent in appealing against any judgement given

Provided that

a this indemnity shall not apply to the payment of fines or penalties
b the prosecution relates to the health safety and welfare of any person other than an Employee.

C Work Overseas

The indemnity provided by this Section shall extend to apply

a within any member country of the European Union outside the Territorial Limits where any person is temporarily engaged on the Business of the Insured
b elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the business of the Insured.

D Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

a the Company 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 and the Policy in so far as they can apply.

E Indemnity to Plant Owners

Where any contract or agreement entered into by the Insured for the hire of plant so requires the Company will indemnify any owner from whom the Insured has hired contractors' plant or equipment to the extent required by the contract between the Insured and the plant owner in respect of liability arising from the hire of plant by the Insured from such plant owner

Provided that:

a the Company shall retain sole conduct and control of any claim
b the plant owner shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

F Defective Premises Act 1972

This Section is extended to indemnify the Insured in respect of liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Business premises or land disposed of by the Insured

Provided that this Extension shall not apply to:

- **a** the cost of rectifying any damage or defect in the premises or land disposed of
- **b** liability for which the Insured is entitled to indemnity under any other policy.

G Leased or Rented Premises

Exclusion 4 of this Section shall not apply to liability for accidental Damage to any premises (including their fixtures and fittings) leased rented or hired to the Insured

Provided that the Company 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.

H Motor Contingent Liability

Despite Exclusion 7 of this Section the Company will indemnify the Insured in respect of liability arising out of the use of any motor vehicle not belonging to or provided by the Insured and being used in the course of the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that this indemnity shall not apply:

- **a** in respect of Damage to the vehicle
- **b** whilst the vehicle is being driven
  - **i** by the Insured
  - **ii** with the general consent of the Insured or a representative of the Insured by any person who to the knowledge of the Insured or such representative 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
  - **iii** to liability which is insured or would but for the existence of this Section be insured under any other insurance.

I Overseas Personal Liability

This Section is extended to indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee or any family member accompanying them while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity

Provided that this indemnity shall not apply:

- **a** to liability arising out of the ownership or tenure of any land or building
- **b** where indemnity is provided by any other insurance.

J Cross Liabilities

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

K Data Protection Act 1998

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against the sums which the Insured or any director or partner of the Insured or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is

- **a** a registered user in accordance with the terms of the Act
- **b** not in Business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- **i** any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- **ii** any Damage or distress caused by any act of fraud or dishonesty
- **iii** the costs and expenses of rectifying rewriting or erasing data
- **iv** liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- **v** the payment of fines or penalties.

L Products Liability

Despite Exclusion 8 of this Section the Company will indemnify the Insured against liability in respect of

1 accidental Bodily Injury to any person

2 accidental Damage to Property

occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that

1 the Company's liability under this Extension for all damages (including interest thereon) payable in respect of all such accidental Bodily Injury or Damage to Property during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule

2 the Company shall not be liable under this Extension in respect of:

- **a** Damage to or the cost of repair alteration replacement removal or recall of any Products Supplied which give rise to a claim hereunder or any refund for such Products Supplied
- **b** Products Supplied which to the knowledge of the Insured are to be used as a critical part in connection with the flying or navigation of any aircraft spacecraft rocket missile or satellite
- **c** Products Supplied which to the knowledge of the Insured are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by the Company.

M Consumer Protection and Food Safety Acts

The Company will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against legal costs and expenses incurred with the Company's written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

a Part 2 of the Consumer Protection Act 1987
or
b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

i the payment of fines or penalties
ii proceedings or appeals in respect of any deliberate act or omission by the Insured
iii costs or expenses insured by any other policy.

Section 3: Contractors All Risks

The Company will indemnify the Insured at its option by payment reinstatement or repair in respect of accidental Damage to the Property Insured described below occurring within the Territorial Limits in the course of

i the Business during the Period of Insurance or
ii a Specific Contract during the Period of Contract specified in Section 3 of the Schedule

from any cause not specifically excluded in this Section nor in the General Exclusions of this Policy

Provided that:

a such Property Insured belongs to or is the responsibility of the Insured
b the liability of the Company will not exceed the Sums Insured specified in Section 3 of the Schedule inclusive of any payment or payments under Extensions 3, 4, 5 and 6 to this Section.

Property Insured

(only insured if a Sum Insured is specifically mentioned in Section 3 of the Schedule)

1 The Contract Works whilst on the site of the contract(s) or in transit by road rail or inland waterway within the Territorial Limits.

2 Temporary buildings including their fixtures furnishings and contents for use in connection with the contract(s) (excluding hired-in property) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section.

3 Constructional plant tools tackle and equipment for use in connection with the contract(s) (excluding hired-in property and property described in 1, 2, 5 and 6 herein) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section.

4 Hired-in Property as described in 2 and 3 herein.

5 Employees' personal effects and tools (not being motor vehicles gold or silver articles watches jewellery or money) for which the Insured is responsible whilst on the site of the contract(s).

6 Contents of private show houses flats and the like whilst on the site of the contract(s).

Exclusions

The Company shall not be liable under this Section in respect of:

1 the costs necessary to replace repair or rectify Property Insured which is lost destroyed or damaged
  a due to fault defect error or omission in design plan specification workmanship or materials in respect of such Property Insured
  b to enable the replacement repair or rectification of Property Insured excluded by **1 a** above

  Provided that **1 a** above shall not apply to other Property Insured which is free of such fault defect error or omission but is unintentionally lost destroyed or damaged in consequence thereof

2 Damage due to wear tear gradual deterioration mildew vermin insects damp rust corrosion erosion or other gradually operating cause

3 Damage to
- **a** deeds bonds bills of exchange promissory notes cash banknotes cheques securities for money or stamps
- **b** any Craft or any Property Insured therein or thereon
- **c** any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion shall not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the site of the contract as a tool of trade or being carried to or from such site
- **d** any item of machinery plant tools or equipment caused by its own mechanical breakdown or derangement
- **e** any part of any electrical machinery plant tools or equipment directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such machinery plant tools or equipment or to other Property Insured by the spread of fire therefrom is not excluded
- **f** any Property Insured as a result of normal upkeep or normal making good
- **g** any Property (including that being altered or repaired) existing at the time of the commencement of the contract other than materials supplied and delivered for incorporation in the Contract Works
- **h** any Property Insured let out on hire
- **i** the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the Insured or which has been completed and handed over or taken into use with the permission of the Insured for a purpose other than for the performance of the contract (except as provided by Extension 2)
- **j** any Property Insured described in paragraphs 2, 3 and 4 thereof whilst such Property Insured is away from the site of any contract unless it is
  - **i** at permanent premises of the Insured or
  - **ii** stored in a locked premises compound or garage of the Insured or
  - **iii** in transit and not more specifically insured

4 Damage for which the Insured is relieved of responsibility under the terms and conditions of any contract(s)

5 liquidated damages penalties under contract for delay in completion or non-completion guarantees of performance or efficiency non-compliance with contract conditions or consequential loss of any kind except as otherwise specifically provided by this Section

6 unexplained losses shortages due to error or omission losses discovered at times of normal stocktaking or making an inventory or loss resulting from the Insured voluntarily parting with title or possession of any Property Insured if induced to do so by deception

7 Damage occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority

8 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by
- **a** pollution or contamination which itself results from a Defined Peril
- **b** a Defined Peril which itself results from pollution or contamination

Note: **Defined Perils**
The Defined Perils are:
fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water or oil from any tank apparatus or pipe sprinkler leakage theft or impact by any vehicle or animal

9 any contract undertaken by the Insured which involves:
- **a** an original estimated contract price
  and/or
- **b** an original contract period (exclusive of the maintenance period)

in excess of that shown in Section 3 of the Schedule

10 the amount of any Excess in respect of:
- **a** Employees' personal effects and tools
- **b** all other claims

shown as Excesses A and B respectively in Section 3 of the Schedule.

11 Damage arising out of the use or occupation of any portion of the permanent Contract Works by any owner tenant or occupier

12 Computer Virus and Hacking
- **a** Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the Property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking
- **b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water or oil from any tank apparatus or pipe sprinkler leakage or impact by any vehicle or animal

For the purpose of this Exclusion –

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether the property of the Insured or not

Specific Condition

1 Housing Grants, Construction and Regeneration Act 1996

The Company will subject to the terms conditions Exclusions and limits of this Section and the Policy indemnify the Insured in respect of the Insured's legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996

Provided that

- **a** the dispute under adjudication is of a nature indemnifiable under this Section

b the Insured shall

- **i** notify the Company immediately of the receipt of any notice of adjudication or the service by the Insured of any notice of adjudication
- **ii** forward to the Company immediately upon receipt any relevant documents making reference to adjudication
- **iii** allow the Company at any time to take over and conduct in the name of the Insured the defence and settlement of any claim and/or any legal proceedings referred to in **iv** below
- **iv** institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by the Company
- **v** meet any request direction or timetable of the adjudicator.

It is a condition precedent to the liability of the Company in respect of any decision made by an adjudicator that the Insured shall not waive under contract or otherwise any rights of arbitration or rights of appeal against such decision.

Extensions

1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage

Provided that

a the Insured shall comply with any reasonable recommendations the Company may make to prevent further Damage

b the Insured shall pay as consideration an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance

c any such additional premium will be disregarded for the purpose of any adjustment of premium under General Condition 5.

2 Maintenance or Defects Liability Period and Conditions of Contract

Despite Exclusion **3 i** the Company will indemnify the Insured for Damage to the Contract Works or any part thereof occurring during

a any maintenance or defects liability period not exceeding whichever is the lesser of the period specified in the conditions of the contract or the maximum period specified in Section 3 of the Schedule

- **i** arising from a cause occurring prior to the commencement of such maintenance or defects liability period
- **ii** occasioned by the Insured in the course of operations carried out by the Insured for the purpose of complying with their obligations under the maintenance conditions of such contract

b a period of 14 days after the issue of a certificate of completion but only to the extent that the Insured may be responsible for such Damage under the conditions of the contract.

3 Professional Fees

The Company will indemnify the Insured for architects' surveyors' and consulting engineers' fees necessarily and reasonably incurred in the repair or reinstatement of the Property Insured consequent upon its Damage (but not for the preparation of any claim). The amount payable for such fees shall not exceed that authorised under the scales of the various institutes and bodies regulating such charges.

4 Debris Removal

The Company will indemnify the Insured for

a costs and expenses necessarily incurred by the Insured with the consent of the Company in
  - **i** removing debris
  - **ii** dismantling and/or demolishing
  - **iii** shoring up or propping

  of the Property Insured

b costs and expenses necessarily incurred by the Insured with the consent of the Company in clearing and/or repairing of drains or watercourses within the confines of the site of the Contract Works

following Damage to the Property Insured

Provided that

i the Company shall not pay for any costs and expenses arising from pollution or contamination of Property not insured by this Section

ii the liability of the Company will not exceed 10% of the value of the Sum Insured stated in the Schedule for each item

5 European Union and Public Authorities – Additional Costs

The Company will indemnify the Insured for the additional cost of reinstatement of any Damage to the Property Insured incurred solely because of the necessity to comply with European Union legislation regulations under Acts of Parliament or local authority bye-laws excluding

a such cost incurred
  - **i** which can be recovered elsewhere
  - **ii** where the notice to comply has been served upon the Insured or the owner of the Property Insured 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 Insured or by the owner thereof by reason of compliance with such legislation regulations or bye-laws

Provided that the work of reinstatement shall be commenced and carried out with reasonable despatch.

6 Plans and Specifications

The Company will indemnify the Insured for Damage to deeds plans drawings specifications files or other contract documents necessary for the execution of the contract or to obtain payment for work already carried out

Provided that the liability of the Company shall be restricted to the value of the materials as stationery together with the cost of clerical labour involved in their reproduction and not the value to the Insured of the information contained therein.

7 Other Interests

The interest in any portion of the Property Insured of any party entering into an agreement with the Insured (or any principal of the Insured) is noted in this insurance to the extent that the agreement entered into with the Insured (or any principal of the Insured) requires such interest to be noted

Provided that such other party shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section and the Policy in so far as they can apply.

8 Speculative Development

The indemnity provided by paragraphs 1 and 6 of Property Insured under this Section includes Damage to private dwellings (including those used for show purposes and their contents) and other buildings erected altered or renovated for sale or letting out by the Insured other than under a contract or agreement for a principal

Provided that

a in respect of any private dwelling the indemnity provided by this Section shall cease to apply from
  i the date such private dwelling is sold or let by the Insured or
  ii 180 days beyond the date of Practical Completion
  whichever is the earlier

b in respect of any other building the indemnity provided by this Section shall
  i not exceed £100,000
  ii cease to apply from the date such building is sold or let by the Insured or 90 days beyond the date of Practical Completion whichever is the earlier

c nothing in this Extension shall be deemed to extend cover beyond the date of expiration or non- renewal of this Section.

9 Offsite Storage

The indemnity provided by paragraph 1 of Property Insured under this Section is extended to apply to materials or goods temporarily held in store at any location away from the site of the contract within the Territorial Limits

Provided that

a such materials or goods are separately stored and identified as being designated for incorporation into a specific contract undertaken or to be undertaken by the Insured

b the Company shall not be liable under this Extension for Damage to materials or goods whilst being worked upon in preparation for their use at contract sites

c the liability of the Company under this Extension shall be limited to 15% of the Sum Insured by Item 1 at any one location.

10 Contract Price Increase

If the final price of any contract exceeds the Sum Insured stated in the Schedule such Sum Insured shall be increased proportionately up to a figure not exceeding 125% of the Sum Insured.

11 Free Issue Materials

The indemnity provided by paragraph 1 of Property Insured under this Section includes free issue materials supplied by or on behalf of a principal for incorporation in the Contract Works and which are the responsibility of the Insured under the contract provided that the total value of such materials is included in the declaration made to the Company under General Condition 5.

12 Expediting Expenses

In the event of Damage to the Contract Works (liability for which has been admitted under this Section) the Company will indemnify the Insured for any additional costs reasonably incurred by the Insured in expediting reinstatement or repair of the lost destroyed or damaged Property Insured by way of overtime rates of wages and the cost of special delivery

Provided that the liability of the Company in respect of such additional costs shall not exceed

i 25% of the finally agreed amount of any one claim before the deduction of any Excess or

ii £50,000 in respect of any one occurrence of Damage

whichever is the less.

13 Immobilised Plant

The indemnity provided by paragraphs 3 and 4 of Property Insured under this Section is extended to include the costs necessarily and reasonably incurred by the Insured in respect of recovery or withdrawal of constructional plant or equipment for use in connection with the performance of the contract which is accidentally immobilised whilst on or adjacent to the site of such contract

Provided that

- **i** such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement
- **ii** the liability of the Company shall not exceed £25,000 for any one occurrence

14 Replacement of Locks

In the event of loss or theft of keys to any immobilising device permanently fitted to any item of constructional plant being used in connection with the performance of the contract the indemnity provided by paragraphs 3 and 4 of Property Insured under this Section is extended to include the necessary and reasonably incurred cost of replacing the cylinder of the lock of such immobilising device

Provided that

- **a** such keys are kept in a locked safe or locked cabinet when not in use
- **b** the liability of the Company shall not exceed £500 in respect of any one claim.

15 Additional Expenditure

In the event of Damage to the Contract Works (liability for which has been admitted under this Section) the Company will indemnify the Insured for costs reasonably incurred by the Insured to minimise Damage

Provided that the Company will not pay

- **a** more than would have been payable if such costs had not been incurred
- **b** for remedial work to any property or structure in existence before the start of the Contract Works.

16 Cessation of Works

The Company will provide cover on Contract Works if from any cause work is to stop for a continuous period in excess of 90 days

Provided that

- **a** the Insured will provide the Company with details of the work completed and outstanding for the Company to consider continuation of cover
- **b** nothing in this Extension shall be deemed to extend cover beyond the date of expiration or non renewal of this Section

17 The Company will indemnify the Insured for Damage to any immobiliser locating tracking or other security device fitted to or used on any item of plant insured under paragraphs 3 or 4 of the Property Insured caused by theft or attempt thereat.

Optional Extension

(only operative if shown as covered in Section 3 of the Schedule)

A Hired in Plant Charges

Despite Exclusion 5 this Section is extended to indemnify the Insured against their legal liability to pay continuing hire charges following Damage to any machinery plant tools or equipment which is

- **i** hired by the Insured for use in connection with the Business and
- **ii** insured under this Section

during the period in which such machinery plant tools or equipment cannot be used as a result of such Damage

Provided that

- **a** this indemnity shall only apply in respect of hired machinery plant tools or equipment for which a valid claim has otherwise been admitted under this Section
- **b** the liability of the Company under this Extension in respect of each affected item shall not exceed an amount equal to its hire charges for 90 days
- **c** the liability of the Company during any one Period of Insurance shall not exceed the Limit of Indemnity shown in Section 3 of the Schedule
- **d** the Company shall not be liable for
  - **i** Damage caused by or arising from the wilful act and/or the wilful neglect of the Insured
  - **ii** continuing hire charges in respect of tower cranes or scaffolding
  - **iii** continuing hire charges in respect of the first 24 hours following such Damage.

B Negligent Breakdown of Hired In Plant

The Company will indemnify the Insured for Damage caused to any machinery plant tools or equipment which is

- **i** hired by the Insured for use in connection with the Business and
- **ii** insured under this Section

caused by the negligence or mis-use or mis-direction of the Property by the Insured Provided that the liability of the Company will not exceed £5,000 for any one item or £25,000 any one occurrence

Section 4: Employers' Contractual Indemnity

[JCT Clause 21. 2. 1 (or equivalent) Insurance]

Definition

Works

All work executed or to be executed under any Specified Contract except in so far as any part or parts thereof are the subject of a certificate of Practical Completion.

The Insurance

Where the Insured is instructed to effect insurance under the terms of Clause 21. 2. 1 (or identical obligation in other forms of contract) of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract the Company will indemnify the Insured and the Employer as Insured Parties (named in Section 4 of the Schedule) up to the Indemnity Limit in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of injury or damage to any Property occurring within the Territorial Limits during the Period of Contract and any Maintenance or Defects Liability Period (both specified in Section 4 of the Schedule) and caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works

Provided that the Insured Parties shall observe fulfil and be subject to the terms conditions and Exclusions of this Policy in so far as they can apply.

Indemnity Limit

The liability of the Company under this Section in respect of any Specified Contract(s) shall not exceed the Indemnity Limit stated in Section 4 of the Schedule in respect of any one occurrence or series of occurrences arising from or attributable to any one source or original cause but the Company will in addition pay all costs and expenses incurred with the Company's written consent in defending any claim.

Exclusions

The Company shall not be liable under this Section in respect of:

1. injury or damage caused by the negligence omission or default of the Insured his servants or agents or of any sub-contractor his servants or agents for which the Insured is liable under Clause 20. 2 (or equivalent)

2. injury or damage attributable to errors or omissions in the designing of the Works

3. injury or damage which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution

4. injury or damage which is recoverable under any other insurance effected for the benefit of the Insured Parties singly or jointly

5. injury or damage which it is the responsibility of the Employer to insure under Clause 22.C.1 (or equivalent)

6. injury or damage to the Works or to Property of any kind brought on to the site of any Specified Contract(s) for the purpose of the execution of such Specified Contract(s)

7 any penalty under contract or agreement or any damages for breach of contract or agreement

8 injury or damage caused by or arising out 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 the liability of the Company in respect of any Specified Contract shall not exceed in the aggregate the Indemnity Limit stated in Section 4 of the Schedule for all amounts payable in respect of all Pollution and Contamination

9 the amount of any Excess shown in Section 4 of the Schedule.

Policy Non Renewal Condition

The date of commencement of any Specified Contract shall be within the Period of Insurance of this Policy. Where this Policy is not renewed the Period of Insurance under Section 4 shall extend to the completion date (including any Maintenance or Defects Liability Period) of any Specified Contract declared to and accepted by the Company prior to the renewal date of this Policy.

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

Your Fixed Sum Credit Agreement

Your right to withdraw from your credit agreement

If you have chosen to pay by instalments, you may withdraw from your credit agreement within 15 days of receiving it. If you would like to withdraw from your credit agreement, please call us on 0345 303 1760 or write to us at the address shown on your documents. If you withdraw from your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to withdraw from the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be withdrawn; any refunds will be paid pro rata unless there is a claim, when the full premium will be due. We may withdraw from your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement, read the ‘How to complain’ section.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement.

We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.
The Chief Executive,
NIG
Churchill Court,
Westmoreland Road,
Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pra, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.
Registered in England and Wales No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Calls may be recorded.

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