

# Contractors Annual Insurance

Policy Wording

## Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and Intact Insurance Isle of Man Limited (also referred to as the Company, we, our or Intact Insurance Isle of Man Limited).

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

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

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

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

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

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

This Policy may be cancelled:

- A) by us giving 30 days' notice, in writing to you at your last known address
- B) by you giving 30 days' notice in writing to us at the address shown in the Schedule

You will be entitled to a proportionate return of Premium unless a claim has been made in the current Period of Insurance

For and on behalf of Intact Insurance Isle of Man Limited

A handwritten signature in black ink, appearing to be "EMMET MCQUILLAN", enclosed within a hand-drawn oval.

Emmet McQuillan  
Managing Director, Intact Insurance Isle of Man Limited

# Claim Notification

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

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

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

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

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

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

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions

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

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# General Conditions

## 1 Adjustment

If any part of the premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of 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 the Company may have imposed.

## 2 Alteration

This Policy shall be terminated if any alteration is made either in the Business or in the Property Insured therein or any other circumstances whereby the risk is increased unless otherwise stated at any time after the commencement of this Policy unless its continuance be admitted by the Company and the Company agree not to terminate the Policy provided that:

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

## 3 Economic Financial or Trade Sanctions

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

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

If the whole or any part of the Policy is cancelled the

Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Condition Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or the United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

## 4 Insurance Act 2015

In respect of any

- D) duty of disclosure
- E) effect of warranties
- F) effect of acts of fraud

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

## 5 Law Applicable

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

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

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

## 6 Non Payment Consumer Credit Termination

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

## 7 Observance

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

Failure to comply with refer to General Condition 8 and Claims Conditions 1 will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

## 8 Reasonable Precautions

The Insured at their own expense shall

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

which may give rise to liability under this Policy

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

## 9 Third Party Contract Rights

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

## 10 Cancellation

This Policy may be cancelled:

- A) by the Company giving 30 days' notice in writing to the Insured at the last known address, or
- B) by the Insured giving 30 days' notice in writing to the Company at the address shown in the Schedule provided that a Long Term Agreement (as detailed in the Schedule) is not applicable to the Policy

The Insured will be entitled to a proportionate return of Premium unless a claim has been made in the current Period of Insurance

# Claims Conditions

## 1 Action by the Insured

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

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

Written notice shall also be given without undue delay by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

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

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

## 2 Arbitration (applicable in respect of Section 3 Legal Defence Costs only)

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

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

The party against whom the decision is made shall meet all the costs of the arbitration in full If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

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

## 3 Contribution

If at the time of any claim there is or but for the existence of this Policy would be any other insurance covering the same loss destruction or damage or legal liability the Company shall not be liable under this Policy to indemnify the Insured except in respect of any amount beyond that which would have been payable under such insurance had this Policy not been effected

## 4 Legal Representation

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

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

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

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

The Insured agrees that in respect of its proposed representative

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

shall be subject to the Company's prior approval

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

## **5 Notice of Adjudication**

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company

# Policy Exclusions

**(Exclusions not applicable to the whole Policy are shown in the individual Insurance section.)**

The Company shall not be liable for:

## **1 Radioactive Contamination (except Liability Insurance Section 1 Employers Liability)**

Damage and any loss or expense or liability resulting or arising 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,
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **2 War and Allied Risks (except Liability Insurance Section 1 Employers Liability)**

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## **3 Disease (except Terrorism Insurance, Liability Insurance and JCT 6.5.1 Insurance (or equivalent))**

A) Subject to clause B) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

- 1) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- 2) any disease arising from any such pathogen or microorganism, or
- 3) the threat or fear (actual or perceived) of 1) or 2)

B) Clause A) does not exclude any cover otherwise provided by this Policy for:

- 1) Damage which itself results from a Defined Peril caused by any of sub-clauses A) 1) or 2)
- 2) loss due to interruption or interference with the Business of the Insured directly caused by such Damage.

For the purposes of this clause a Defined Peril shall mean the following covers only unless otherwise excluded by this Policy: Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

# Policy Definitions

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

## General

### 1 Company

Intact Insurance Isle of Man Limited

### 2 Insured

The legal entity insured by the Policy.

### 3 Period of Insurance

The period of time that the Policy is in force as shown in the schedule.

### 4 Policy

The terms and conditions of the contract including the Policy wording, schedule, endorsements, clauses and certificates.

### 5 Person Entitled to Indemnity

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
  - 1) any principal
  - 2) any director or partner of the Insured
  - 3) any Person Employed

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

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

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

### 6 Employee

Any individual under a contract of service or apprenticeship with the Insured

### 7 Person Employed

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

### 8 Injury

**Sections 1 and 3 (Part A)** bodily injury death disease or illness **Sections 2 and 3 (Part B) and 4** bodily injury mental injury death disease illness

### 9 Property

**Sections 2 and 3 (Part B) and 4 and JCT Clause 6.5.1 Insurance (or equivalent)** material property but shall not include Data

## 10 Data

Any data of any sort, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever

## 11 Business

Business that is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the Insured's own Property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- 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) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment

but in respect of Section 1 shall not include any work undertaken Offshore

## 12 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

## 13 Event

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

## 14 Insured's Contribution

The amount or amounts specified in the Schedule which the Insured agrees to pay

## 15 Intellectual Property Rights

Any patent trade mark copyright registered design technical or commercial information or other intellectual property

## 16 Terrorism (applicable to Section 1 Employers' Liability and Terrorism Insurance only)

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

## 17 Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

## 18 Asbestos Dust

Fibres or particles of Asbestos

## 19 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust

## 20 Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by the Insured or by any other party

## 21 Cyber Act

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

## 22 Cyber Incident

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

## 23 Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

## 24 Virus

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

## 25 Employment-Related Practices

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)

- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistleblowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

## 26 Notice of Adjudication

Notice of Adjudication shall mean any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the Contract to Adjudication

## 27 Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in its entirety at a specific moment in time and place happening anywhere in the world other than the United States of America during the Period of Insurance.

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

## 28 Clean Up Costs

The costs reasonably incurred by:

- A) a government agency or regulatory body,
- B) the Insured with the written consent of the Company where a government agency or regulatory body would have required remediation, in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Insured is legally responsible.

## 29 United States of America

The United States of America or any other territory within its jurisdiction

## 30 Airside

That part of any airport airfield or military installation provided for

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

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

### 31 Estimated Contract Price

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

### 32 Contract(s)

All constructional work undertaken by the Insured in the course of the Business but excluding any work which involves

- A) an original Estimated Contract Price or Contract Period (excluding the maintenance period) in excess of the maximum limit shown in the Schedule
- B) work in over or adjacent to water
- C) bridges viaducts subways tunnels motorways or dams
- D) a depth of excavation exceeding 5 metres

## 33 Property Insured

### Item 1 Permanent and Temporary Works

The permanent works and temporary works executed in performance of the Contracts and materials for incorporation therein while on the sites of the Contracts or in transit by road rail or inland waterway within the Territorial Limits

### Item 2 Temporary Buildings

Temporary buildings including fixtures and fittings therein for use in connection with the Contracts (but excluding hired-in Property) anywhere within the Territorial Limits other than on sites of Contracts not insured by this Policy

### Item 3 Constructional Plant Tools and Equipment

Constructional plant tools and equipment for use in connection with the Contracts (but excluding hired-in Property and Property described in Items 1 2 and 5 herein) anywhere within the Territorial Limits other than on sites of Contracts not insured by this Policy

### Item 4 Hired-in Property

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

### Item 5 Employees' Personal Effects

Employees' personal tools and effects while on the sites of the Contracts within the Territorial Limits

## 34 Territorial Limits

Great Britain Northern Ireland the Channel Islands or the Isle of Man

## 35 Speculative Development

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

## 36 Substantial Completion

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

## 37 Damage

Physical loss physical destruction or physical damage

### 38 Nuclear Material

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

### 39 Production or Use of Nuclear Material

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

### 40 Terrorism

In Great Britain and Northern Ireland Terrorism shall mean

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

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

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

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

### Applicable to Terrorism Insurance

#### 41 Act of Terrorism

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

#### 42 Computer Systems

A computer or other equipment or component or system or item which processes stores transmits or receives Data

#### 43 Covered Loss

All losses arising under Terrorism Insurance Heads of Cover A and/or C of this Terrorism Insurance section that occurs in the Territory, the proximate cause of which is an Act of Terrorism

#### 44 Damage

Accidental loss destruction or damage

#### 45 Data

Data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatsoever

#### 46 Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

## 47 Great Britain

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

## 48 Hacking

Unauthorised access to any Computer System whether the property of the Insured or not

## 49 Non Damage

All losses arising as a result of interruption or interference with the Business of the Insured in consequence of:

- A) access to, exit from or use of any premises located within the Territory owned or occupied by the Insured being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism or
- B) an Act of Terrorism in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by the Insured which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the business of the Insured

but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

## 50 Nuclear Installation

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

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

## 51 Nuclear Reactor

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

## 52 Phishing

Any access or attempted access to Data made by means of misrepresentation or deception

## 53 Private Individual

Any person including

- A) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust or
- B) beneficiaries or executors of a will or
- C) sole traders

where Residential Property is occupied by a beneficiary or trustee of a trust or a beneficiary or executor of a will or sole trader as their private residence(s) unless more than 20% commercially occupied.

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

## 54 Property

means Property Insured (as defined within the Contractors' 'All Risks' – (CAR) Insurance section of this Policy), but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless;
  - 1) insured under the same contract of insurance as the remainder of the building which is not a private residence or
  - 2) not insured in the name of an individual

B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

## **55 Residential Property**

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

## **56 Virus or Similar Mechanism**

Any program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data 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 and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

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

## **57 Provisional Cover**

This Policy provides provisional Insurance only It is a condition that the Insured provides full details to the Company of each Relevant Contract as soon as possible and in any event not later than 28 days after occupation of the site Insurance will subsequently apply at a premium and terms as agreed for each Relevant Contract

## **58 Relevant Contract**

Any contractual agreement made between the Contractor and the Employer by which the Employer requires insurance under Clause 6.5.1 of the JCT Conditions of Contract (or equivalent)

## **59 Works**

All work executed or to be executed under a Relevant Contract

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

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Cover

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

Provided that

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

inclusive of any payment or payments under Extensions 4 5 6 and 10 to this Insurance relating to Damage to the Property Insured under such Item

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

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

### 1 Automatic reinstatement following claim

If any of the Property Insured described in the Schedule suffers Damage losses resulting therefrom by any cause other than by theft the

sum insured in respect of the Property Insured shall be reduced in whole or in part by the amount of any such Damage

In the absence of written notice by the Insured or the Company to the contrary following the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss

Provided that

- A) the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover if required by the Company
- B) the Company will not be liable in respect of any one Event for more than the Policy Limit sum insured or other limit of liability applicable to the Contractors All Risks Insurance cover
- C) any limit of liability described as applying in the aggregate during the Period of Insurance shall not be reinstated
- D) the Insured shall take immediate steps to effect the additions to or variations in the protections of the Property Insured as the Company may require

## 2 Sub-contract works

In respect of any Contract for which the Insured is acting as the main contractor the reference under Exclusion 2 F) herein to a certificate of completion will be deemed not to apply to a certificate of completion issued in respect of subcontract work or works where such a certificate is issued inter alia to transfer responsibility for such work or works to the Insured

## 3 Maintenance or Defects Liability period and I.C.E. Standard Conditions of Contract

Notwithstanding the provisions of Exclusion 2 F) the Company will indemnify the Insured for Damage to the permanent works or any part thereof occurring during

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

or for Damage to work actually being undertaken during such maintenance period solely in connection with the Insured's obligations under the Contract to remedy a defect or complete any snagging list and any constructional plant insured under Items 2 3 4 and 5 for use in connection therewith

## 4 Professional fees

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

## 5 Debris removal

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

- A) debris removal and disposal
  - B) dismantling or demolition
  - C) shoring up or propping
  - D) cleaning or repairing drains and service mains on site
- } of the portion or portions of the Property Insured subject to Damage

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

## 6 Public Authorities requirements

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

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

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

## 7 Principals clause

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

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

Notwithstanding Exclusion 2 F) 4) if the Contract involves Speculative Development the Insurance under this Item shall continue for a period of up to 90 days beyond the date of Substantial Completion of the last building on the site of the Contract pending transfer of ownership or letting

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

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

## 9 Showhouse contents

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

- A) Insurance shall cease no later than 90 days from the date that the last building on the site has achieved Substantial Completion
- B) the liability of the Company shall not exceed £25,000 in respect of any one unit
- C) during the period from 1st December to 1st March an efficient heating system shall be left on at all times or the water system drained
- D) Damage due to theft or malicious damage is restricted to that following forcible and violent entry or exit

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

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

The Company's liability under this Extension shall be limited to 15 per cent of the Sum Insured by Item 1 or £25,000 (whichever is the less) at any one location but this limitation shall not apply where and

in so far as it is necessary for the Insured to comply with Clauses 16 and 30.3 of the JCT Conditions of Contract or Clause 54(3) of the ICE Form of Contract or any equivalent thereof

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

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

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

The Insurance under these Items is extended to include the cost of recovery or withdrawal of constructional plant or equipment which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical electronic or mechanical breakdown or derangement

## 13 Other interests

The interest in 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 and is in respect of that part of the Property Insured to which the agreement relates

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

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

## 15 Plans and documents

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

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

In the event of Damage to the Property Insured the cost of repair reinstatement or replacement admitted under this Insurance shall subject to the written consent of the Company include the additional costs of overtime weekend and shift working plant hire charges express delivery (including air freight) necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provided that the liability of the Company shall not exceed £50,000 in respect of any one occurrence of Damage

## 17 Series losses

Where Damage of or to the Property Insured on any one Contract site arises during any one period of 72 consecutive hours caused by storm tempest flood or earthquake it shall be deemed to be a single Event and therefore constitute one loss with regard to the application of the Insured's Contribution

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

### 1 Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 90 days immediate notice in writing must be given to the Company with the details of work completed and outstanding and the Company on receipt of such notice may at its discretion agree continuation of this Insurance at special terms to be agreed

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

### 2 Statutory Inspection

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

### 3 Access to Property

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

## 4 Action by the Insured

On the happening of any Damage the Insured shall

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

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

## 5 Rights of the Company

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

but no Property may be abandoned to the Company

- B) If the Company elects or becomes bound to reinstate or replace any Property Insured the Insured shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require

The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in

respect of any one of the Items insured more than the Sum Insured thereon

- C) This Policy shall be proof that the Insured has given the Company the licence and authority that it may need to exercise its rights under this Condition

## 6 Rights of Recovery

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

The Company will not pursue any rights

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

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

## 7 Adjustment

Any information provided to the Company in accordance with General Condition 1 relating to turnover or final contract values shall include

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

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

The indemnity will not apply to

### 1 Contractual Agreement

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

### 2 Other Insurances

Damage to

- A) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
  - B) any water-borne craft or thing intended to be water-borne or aircraft or other aerial devices or any Property therein or thereon
  - C) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act but this Exclusion shall not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the site of the Contract as a tool of trade or while it is being carried to or from such site
  - D) any item of machinery plant tools or equipment caused by its own breakdown or its own explosion
  - E) any Property (including that being altered or repaired) existing at the time of the commencement of the Contract other than materials supplied and delivered for incorporation in the works
  - F) the permanent works or any part thereof
    - 1) in respect of which a certificate of completion has been issued by or to the Insured or
    - 2) which has been completed and handed over or
    - 3) which has been taken into use with the permission of the Insured for a purpose other than for the performance of the Contract or
    - 4) which on a Speculative Development arises after Substantial Completion
- except as provided by Extensions 2 3 and 8
- G) any Property Insured by Items 2 3 and 4 while such Property is away from the site of any Contract unless it is temporarily
    - 1) at permanent premises of the Insured or
    - 2) stored in a locked premises compound or garage or
    - 3) in transit

### 3 Defective Property

the cost of

- A) repairing replacing or rectifying any Property Insured which is defective
  - 1) in design plan specification materials or workmanship or which relies for its support or stability on such Property Insured which is defective

This Exclusion shall not apply to the remainder of Property Insured by Item 1 which is free of such defect but is unintentionally Damaged as a consequence of such a defect

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

- 2) by reason of wear tear rust mildew or other gradual deterioration

- B) normal upkeep or normal making good

### 4 Penalties Under Contract

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

### 5 Disappearance or Shortage

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

### 6 Sonic Bangs

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

### 7 Terrorism

Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

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

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

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

### 8 Nuclear Material

Damage to

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

## 9 Cyber and Data

any:

- A) Cyber Loss or;
- B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

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

This shall not exclude subsequent Damage to Property Insured and to the extent that cover is provided by this Policy the amount of loss resulting from interruption of or interference with the Insured's Business caused by such Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following unless otherwise excluded by this Policy:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

## 10 Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) Damage caused by pollution or contamination which itself results from any Damage

# Terrorism Insurance

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

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items, Clauses or Extensions, insured by the insurances shown under the Terrorism Insurance section of the Schedule, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover:

- A** Damage,
- B** loss resulting from Damage to Property,

to the extent and insofar that they are insured by this Policy in the Territories stated below the proximate cause of which is an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

- 1 subject to Exclusions 1–3 below, and
- 2 not subject to any other exclusions stated in this Policy,

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

- i) in the whole the total Sum Insured, and
- ii) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Insured's Contribution.

<b>Territory</b>	<b>Limit of Liability</b>
A) Great Britain	As otherwise specified in this Policy
B) i) The Channel Islands ii) The Isle of Man	} As otherwise specified in this Policy but not exceeding in total £10,000,000
C) Elsewhere in the world	

## Conditions

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

All the terms, definitions, provisions, conditions and extensions of this Policy apply except in so far as they are expressly varied by the Terrorism Insurance section.

## Exclusions

Terrorism Insurance does not cover:

### 1 Riot civil commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 2 Electronic Risks

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

- A) Damage or Non Damage to or the destruction of any Computer System,
- or
- B) any alteration modification distortion erasure or corruption of Data

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

### 3 Nuclear Risks and Chemical, Biological and Radiological Contamination

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

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

in respect of:

- i) Property situated outside of Great Britain or
- ii) Residential Property insured in the name of a Private Individual.

### Special Provision

#### 1 Cyber Terrorism

This Special Provision applies only to:

- A) Terrorism Insurance Heads of Cover A and C and
- B) Property situated within Great Britain

and does not apply to:

- i) Terrorism Insurance Head of Cover B,
- or
- ii) Property situated outside of Great Britain,
- or
- iii) Residential Property insured in the name of a Private Individual.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

- 1) results directly (or, solely as regards 2)c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any

sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;

and

2) comprises;

- a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured;

or

- b) the amount of the loss arising as a result of interruption or interference with the Business suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;

- i) damage to or destruction of Property insured by the Insured;

or

- ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Insured to which access is affected;

or

- c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss

and

- 3) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Special Provision shall additionally exclude:

- A. any money (including Money as defined within this Policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B. any Data.

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of 2) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in 1) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or the amount of the loss arising as a result of interruption or interference with the Business directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

# Liability Insurance

## THESE SECTIONS APPLY ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

## Section 1 Employers' Liability

### Cover

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance
  - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - or
  - B) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2 in respect of
  - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - 1) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - 2) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings

- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

### General Provisions

Provided that in respect of any one Event:

- 1 the total amount payable under this section of the Policy (including all Extensions, additional Clauses and Memoranda) shall not exceed the Limit of Indemnity,
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 the total amount payable by the Company in respect of all damages costs and expenses, arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause, irrespective of the number of Persons Entitled to Indemnity, having a claim under the Policy on or attributable to that one source or original cause, shall not exceed the Limit of indemnity stated in the schedule.

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

## Extensions to Section 1

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

### 1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- 1) there is no appeal outstanding
- 2) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

### 2 Compensation for Court Attendance

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

- A) any director or partner of the Insured £750
- B) any Employee £500

## Exclusions to Section 1

The indemnity will not apply to legal liability

### 1 Radioactive Contamination

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

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

where such legal liability is

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement

### 2 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation

### 3 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction

# Section 2 Public/Products Liability

## Cover

The Company will provide indemnity to any Person Entitled to Indemnity

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

- 2** in respect of
- A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim under **1** above
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - D)
    - 1) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

- 2) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings

- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

## General Provisions

Provided that in respect of:

- A) any one Event,
- B) all Events happening during the Period of Insurance in respect of products supplied,
- C) all Sudden Pollution or Contamination Incidents considered by the Company to have occurred during the Period of Insurance

the following shall apply:

- 1) the total amount payable by the Company in respect of 1 above and all Extensions, Clauses and Memoranda shall not exceed the Limit of Indemnity.
- 2) the Insured's Contribution will be payable before the Company shall be liable to make any payment.
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Company may be responsible prior to the date of such payment.
- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.

- 5) the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause, irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause, shall not exceed the appropriate Limit of Indemnity stated in the Schedule. For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein.
- 6) in respect of claims happening or where a claim is brought in the United States of America, all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

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

### **1 Cross Liabilities**

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

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

### **2 Compensation for Court Attendance**

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

- |   |      |
|---|------|
| A) any director or partner of the Insured | £750 |
| B) any Employee                           | £500 |

### **3 Contingent Motor Liability**

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

The indemnity will not apply to legal liability

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

### **4 Overseas Personal Liability**

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

The indemnity will not apply

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

### **5 Data Protection Act**

The Company will provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Insured is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Insured has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 (or the equivalent regulations in the Isle of Man or Channel Islands) or is exempt from doing so

This Policy shall not apply in respect of

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

Provided that the total payable under this Extension shall not exceed £1,000,000 in the aggregate in any Period of Insurance

## 6 Clean Up Costs

The Company will provide indemnity to the Insured in respect of

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

counsel (appointed by mutual consent) such appeal could be contested with the probability of success

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

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

Provided that

- 1) all costs covered under 1 and 2 above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- 2) the total amount payable under this Extension shall not exceed £250,000

## 7 Legionellosis

Notwithstanding Exclusion 4 the Company will provide indemnity to the Insured in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business

Provided that all incidents considered by the Company to have occurred during the Period of Insurance in respect of this Extension shall form part of and not exceed the Limit of Indemnity shown in the Schedule for all Sudden Pollution or Contamination Incidents.

## 8 Legionellosis Run Off

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy

Provided that the Company shall not be liable for claims

- A) where indemnity is provided by any other insurance
- B) known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance
- C) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim

## Exclusions to Section 2

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

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

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

except where indemnity is provided by any motor insurance contract or where insurance or security join this sentence up

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

### 2 Employers' Liability

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

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

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

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

### 4 Pollution or Contamination

Damage consisting of or caused by any form of pollution or contamination except Damage caused by pollution or contamination that itself results from Damage as insured under this Section of the Policy

## 5 Product Defects and Recall

- A) in respect of loss of or damage to any
- 1) product supplied
  - 2) contract work executed
- } by the Insured

caused by any defect therein or the unsuitability thereof for its intended purpose

- B) for the costs of recall removal repair alteration replacement or reinstatement of any
- 1) product supplied
  - 2) contract work executed
- } by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

## 6 Professional Risks

arising from or in connection with

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

## 7 Contractual Liability

arising from or in connection with any

- A) product supplied
  - B) contract work executed
- } by the Insured

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

## 8 Disposed Premises

for the costs of remedying

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

in premises disposed of by the Insured

## 9 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## 10 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

## 11 Asbestos Removal Costs

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

## 12 Airside

arising out of work undertaken Airside

## 13 Cyber

for mental injury arising from:

- A) loss destruction or corruption of Data,
- B) appropriation transmission use access to storage or modification of Data,
- C) the reduction in or loss of ability to use access process transmit modify or store Data,
- D) misinterpretation or misuse of Data.

# Section 3 Legal Defence Costs

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

## Cover

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

up to the Limit of Indemnity in respect of

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

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

## Part A

In respect of a breach of

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

## Part B

In respect of a breach of

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

- 4 the Corporate Manslaughter and Corporate Homicide Act 2007

## Conditions

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Insured
    - 2) any partner or director of the Insured
    - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
  - 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment
- The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

## **Special Provision**

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

# Section 4 Financial Loss

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

The insurance provided by Section 4 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

## Cover

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability (other than arising under contract) incurred in connection with the Business for damages in respect of financial loss arising out of any claim which is
  - A) first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insuranceand
  - B) notified to the Company
    - 1) during
    - or
    - 2) within thirty days after expiry ofthe same Period of Insurance
- 2 against legal liability for claimant's costs and expenses in connection with **1** above
- 3 in respect of
  - A) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss specified in **1** above
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** aboveincurred by the Company or with the Company's written consent

## General Provisions

Provided that:

- 1 the financial loss is sustained within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 2 the total amount payable under this Section (including all Extensions, Clauses and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- 3 the Insured's Contribution will be payable before the Company shall be liable to make any payment
- 4 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled The Company will then relinquish control and be under no further liability in respect of such claim or claims
- 5 the total amount payable by the Company, in respect of all damages, costs and expenses, arising out of all claims during the Period of Insurance, irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance, namely the Company and the Insured

## Extensions to Section 4

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

### 1 Cross Liabilities

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

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

### 2 Compensation for Court Attendance

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

- A) any director or partner of the Insured     £750
- B) any Employee     £500

## Exclusions to Section 4

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

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

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

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

- B) aircraft or other aerial device
- C) aerospace device

- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

### 2 Person Employed

for financial loss sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business

### 3 Product Recall

for the costs of recall removal repair alteration replacement or reinstatement of any

- A) product supplied
  - B) contract work executed
- } by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

### 4 Advice Design or Specification

arising from or in connection with

- A) advice
- B) design
- C) specification

### 5 Injury Damage Nuisance Trespass or Interference

in respect of

- A) Injury of any person
- B) loss of or damage to Property
- C) nuisance trespass or interference with any easement right of air light water or way

### 6 Fraud

arising out of any act of fraud or dishonesty by the Insured or partner or director of the Insured

### 7 Deliberate Act or Omission

arising out of any deliberate act or omission by the Insured or partner or director of the Insured

### 8 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction

- C) the costs of appeal against any improvement or prohibition notices
- D) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

## 9 Defamation or Intellectual Property Rights

arising out of any defamation injurious falsehood passing off or infringement of any Intellectual Property Rights

## 10 Competition or Anti-Trust Laws

arising out of any breach or alleged breach of competition or anti-trust laws

## 11 Storage or Processing of Computer Data

for financial loss arising from any reciprocal arrangement for the storage or processing of computer Data or use of computer facilities

## 12 Statutory Authorities

to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties

## 13 Strikes or Labour Disturbances

arising out of or in connection with any delays strikes or labour disturbances

## 14 Retroactive Liability

arising out of any cause happening before the Retroactive Date

## 15 Asbestos

of whatsoever nature directly or indirectly caused or contributed to or occurring by

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or Property to Asbestos Asbestos Dust or Asbestos Containing Materials

## 16 Diminution in Value

arising from the diminution of the value of any Property

## 17 Electronic Risk and Data

arising from or out of

- A) the transmission or impact of any Virus
- B) any unauthorised access to a Computer System
- C) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
- D) failure of a Computer System
- E) damage to Data including but not limited to
  - i) loss, destruction or corruption of Data,
  - ii) appropriation, transmission, use, access to storage or modification of Data,
  - iii) the reduction in or loss of ability to use, access, process, transmit, modify or store Data,
  - iv) misinterpretation or misuse of Data.

## 18 Employment-Related Practices

of whatsoever nature directly or indirectly resulting from Employment-Related Practices

## 19 Territorial Limits

for financial loss sustained outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

# JCT Clause 6.5.1 Insurance (or equivalent)

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Cover

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

## Provided that

- 1 the Insured's Contribution will be payable before the Company shall become liable to make any payment
- 2 the liability of the Company under this Insurance shall not exceed the Limit of Indemnity in respect of any one Event but the Company will in addition pay all costs and expenses incurred with its written consent in the defence investigation or settlement of any claim
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

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

### Extended Period of Insurance

If this Insurance is not renewed the Period of Insurance under JCT Clause 6.5.1 (or equivalent) Insurance shall extend to the completion date (including any maintenance or defects liability period) of any Relevant Contract previously declared to the Company

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

The indemnity will not apply in respect of

### 1 Other Insurances and Inevitable Damage

injury or damage

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

### 2 Damage to Works and Site Materials

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

### 3 Breach of Contract

any costs or expenses incurred by the Employer or any other sum payable by way of damages for breach of contract except to the extent that such costs or expenses would have attached in the absence of any contract

### 4 Sonic Bangs

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

## **5 Pollution or Contamination**

injury or damage to Property directly or indirectly caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident

# Complaints Procedure

## Our commitment to customer service

At Intact Insurance Isle of Man Limited we are committed to going the extra mile for our customers.

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

## Step 1

If your complaint relates to your policy, please contact Intact Insurance Isle of Man Limited or your Broker.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this.

We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

## Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Managing Director will then review the matter.

Once our Managing Director has reviewed your complaint, you will be sent a final decision in writing within 8 weeks of the date we received your complaint.

Our Managing Director's contact details are as follows:

Post: Intact Insurance Isle of Man Limited  
PO Box 27  
Jubilee Buildings  
1 Victoria Street  
Douglas  
Isle of Man  
IM99 1BF

Email: [IntactIOM@intactinsurance.co.uk](mailto:IntactIOM@intactinsurance.co.uk)

## If you are still not happy

If you are still unhappy after our Managing Director's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Isle of Man Financial Services Ombudsman.

The Isle of Man Financial Ombudsman Service is an independent body that arbitrates on complaints.

They can be contacted at:

Telephone: 01624 686500

Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

If you make a complaint, your right to take legal action against us is not affected.

# Fair Processing Notice

At Intact Insurance Isle of Man Limited we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: <https://www.intactinsurance.co.im/privacy-notice/>

If you have any questions or comments about this Privacy Notice please contact:

Data Protection Officer  
**Intact Insurance Isle of Man Limited**  
PO Box 27  
Jubilee Buildings  
1 Victoria Stree  
Douglas  
Isle of Man  
IM99 1BF

You may also contact us at:

Email: IntactIOM@intactinsurance.co.uk  
Telephone: 01624 645900

# Employers' Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.







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