

countryside liability policy



your policy wording

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# Your policy

**Your policy** is divided into a number of sections. The sections of cover that apply in addition to the general introduction section are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to make fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements must be read together. **Your policy** is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print. Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

## Making a claim

If **you** need to make a claim, please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition on page 10 and 11, headed General Policy Conditions. Please contact **your** insurance adviser who will help **us** deal with **your** claim.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'What to Do if You have a complaint' on page 4 of this **policy**.

# What to Do if You Have a Complaint

Within this section 'we' 'us' and 'our' refer to BIB Underwrites Limited unless otherwise stated

Should there ever be an occasion where **you** need to complain, we will deal with this as quickly and fairly as possible. If **your** complaint is about the way this **policy** was sold to **you**, please contact **your** agent to report **your** complaint. If **you** have a complaint regarding **your** claim, please telephone us on the number shown in **your** claims documentation.

Our objective is to provide a high standard of service to **you** at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters promptly.

If **you** wish to make a complaint about our service, **you** can contact us in one of the following ways:

- By telephoning 0344 346 0251 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Managing Director, BIB Underwriters Limited, Pioneer House, Pioneer Court, Darlington, DL1 4WD
- By e-mail to [uw@bibinsurance.co.uk](mailto:uw@bibinsurance.co.uk) indicating "Complaint" in the subject field.

Please quote **your** policy number or the reference we have given **you**.

We will try to resolve **your** complaint by the end of the next working day. If we are unable to do this, we will write to **you** within five working days to either:

- tell **you** what we have done to resolve the problem; or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response.

We will also let **you** know who is dealing with the matter.

If we believe the matter is the responsibility of another firm, either in whole or part, we will refer **your** complaint to that firm (or the part of **your** complaint they are responsible for), and inform **you** of this in writing. We will provide **you** with the other firm's contact details, who will then assume responsibility for **your** complaint or their part of it (we will continue to deal with the part we are responsible for if applicable).

We will always aim to resolve **your** complaint within four weeks of receipt. If we are unable to do this we will give **you** the reasons for the delay and indicate when we will be able to provide a full response. If we cannot resolve the differences between us, **you** may refer **your** complaint to the Financial Ombudsman Service if:

- **you** have an annual turnover of less than EUR 2 million and fewer than 10 employees and,
- if for any reason **you** are still dissatisfied with our full response, or
- if we have not issued our final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with us.

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 023 4567  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **your** rights to take legal proceedings.

# Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

# Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who are we?

BIB Underwriters Limited (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

## What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

## How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites
- 

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats,

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

#### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

#### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

#### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

# Policy Definitions

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

## **Asbestos**

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

## **Business**

Business shown in **your** schedule.

## **Bodily Injury**

Death, bodily injury, illness or disease.

## **Claim Costs**

Costs and expenses

- 1** of any claimant which **you** become legally liable to pay
- 2** incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
  - a** any coroner's inquest or fatal accident inquiry
  - b** summary court proceedings.

## **Clean up costs**

Costs and expenses of remediation of environmental damage or environmental harm.

## **Computer Systems**

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

## **Contractual Liability**

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery or increase **your** liability at law beyond that applicable in the absence of those terms.

## **Constructional Plant and Equipment**

Constructional plant, tools, scaffolding and equipment which is **your** property for use in connection with the Contract

## **Data**

Any 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 whatever

## **Defined peril**

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

## **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, network services, network connectivity or Computer Systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

## **Electronic data**

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

## **Employed Person**

- 1** Anyone under a contract of service or apprenticeship with **you**
- 2** Anyone who is
  - a** employed by **you** or on **your** behalf on a labour only basis
  - b** self employed
  - c** hired to **you** or borrowed by **you** from another employer
  - d** a voluntary helper or taking part in a work experience or training scheme



and under **your** control or supervision.

**Employees Tools**

Employees tools and other personal effects for which You are responsible. All intended for use in connection with the Contract whilst on or adjacent to the site of the Contract

**Enforcing authority**

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

**Event**

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

**Excess**

First amount of any claim or claims for which **you** are responsible.

**Hired in Plant**

Property hired in by **you** for use in connection with the Contract

**Hacking**

Unauthorised access to any Computer Systems, whether Your property or not

**Hot work**

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

**Manslaughter Costs**

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter corporate homicide or culpable homicide.

**Nuisance or trespass**

Nuisance, trespass to land or trespass to goods, or interference with any easement.

**Offshore**

On or working from, or travelling by sea or air to, from, or between an offshore rig, platform or similar offshore installation.

**Period of insurance**

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

**Personal injury**

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

**Phishing**

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

**Policy**

Policy, schedule and any endorsements attached or issued.

**Policy Territories**

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

**Pollutants**

Any solid liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

**Products**

Products that **you** have sold,, supplied, provided or delivered including containers, packaging, labelling, instructions or advice with products In the course of the **business**

**Principal**

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you** in connection with the **business**.

**Property damage**

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

**Safety Legislation Costs**

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

**Services**

Work process or other operation that **you** undertake or is undertaken on **your** behalf in the course of the **business**.

**Sudden incident**

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

**Temporary Buildings**

Site huts and temporary buildings, fixtures and fittings which is Your property for use in connection with the Contract

**Temporary Works**

The Permanent or Temporary Works executed in performance of the Contract and Materials for use in connection with the Permanent or Temporary Works

**Terrorist Act**

Any act of a person or group directed towards the overthrowing or influence of any government or putting any section of the public in fear by threat, force or violence or other means.

**Terrorism (not applicable to EL and PL sections)**

In England, Scotland and Wales: 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

**Underground services**

Pipes, cables, mains or other underground services.

**Virus or Similar Mechanism**

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 meaning of virus or similar mechanism includes but is not limited to trojan horse's 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

**We/Us/Our**

AXA Insurance UK plc.

**Works**

Work goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible, in the course of the **business**.

**You/your/yourself**

Person(s), firm, company or organisation shown in your schedule as The insured.

# General Policy Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

## Applicable law condition

**You** and **we** can choose the law which applies to the **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the law of England and Wales will apply to this **policy**.

## Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** in the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.
- 3 **We** can cancel **your policy**
  - a at any time by giving 30 days written notice to **your** last known address
  - b immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation. **We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

## Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as the insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

**Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

## Claims notification condition

**You** must

- 1 as soon as practical
  - a give **us** notice of any circumstances which might lead to a claim under **your policy**
  - b give **us** all the information **we** request.
- 2 immediately
  - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
  - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Claims procedures condition

- 1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
  - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b any assistance to enable **us** to settle or defend a claim
  - c details of any other relevant insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**

- a access to premises
- b to take possession of, or request delivery to **us** of any property insured.

5 **You** may not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

**We** will not pay **your** claim where **you** have not complied with this condition.

#### Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition, then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk **we** can:
  - a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation
- 4 Where **we** elect to apply one of the above then
  - a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal.
  - b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal.
  - c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

#### Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

**We** will:

- a refuse to pay the claim;
- b declare the **policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

#### Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

#### Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim
- or
- 2 an amount beyond that which is or would be payable under the other insurance.

#### Policy administration fees condition

**We** may charge you an administration fee if **we**

- 1 make any changes to **your policy** on **your** behalf
- 2 agree to cancel **your policy**, or
- 3 are requested to print and re-send **your policy** documents to **you**.

**We** will not make a charge without informing **you**.

#### Premium Adjustment Condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of

the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium, **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

#### **Reasonable care condition**

**You** must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

**We** will not pay **your** claim where **you** have not complied with this condition.

#### **Renewal term agreement condition**

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

#### **Sanctions condition**

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

#### **Subrogation (our rights) condition**

**We** will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

#### **Third party rights condition**

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

# Employers Liability

Your schedule will show if this section is covered

## What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed persons** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### Additional business activities cover

The cover under this Section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property and premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

### Claim Costs Cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for Court Attendance Cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or employee to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Manslaughter Costs Cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Overseas employees cover

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

We will not pay

- 1 for any action or recovery brought or commenced  
a in a court of law outside the **policy territories**

- b** in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
- 2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

#### Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person of yours** whilst
- a performing their normal duties in connection with the **business**
  - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

#### Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

#### Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any legal expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

#### Unsatisfied court judgement costs cover

**We** will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

**We** will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

#### Limit of Indemnity

The employers' liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one

occurrence.

- 1 The **terrorist act** limit of indemnity shown in **your** schedule will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with **terrorist act**.
- 2 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## What is not covered

### Asbestos exclusion

**We** will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Offshore exclusion

**We** will not cover claims for **bodily injury** to any **employed person** while **offshore**.

### Radioactive contamination exclusion

**We** will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Hazardous Locations Exclusion

**We** will not cover claims out of or in connection with any work undertaken by **you** on or in the following locations

1. power stations, nuclear installations or establishments
2. refineries, bulk storage or production premises in the oil, gas or chemical industries
3. underground or under water
4. aircraft, hovercraft, aerospace systems or watercraft
5. railways or airports

### Road Traffic Act exclusion

**We** will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

## Section Conditions

This condition of cover applies only to this section. **You** must comply with this condition to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim.

However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.



# Public Liability

Your schedule will show if this section is covered

## What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

## Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

## Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

## Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

## Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

**a** the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**

**b** the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

- 1 for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- 3 where cover is provided by another insurance policy.

## Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member. However, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

## Data Protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We will only pay**

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
  - 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation
- within the **policy territories**.

**We will not cover**

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 compensation costs and expenses covered by any Legal Expenses insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is the data protection limit of indemnity shown in **your** schedule.

#### **Defective premises Act cover**

**We** will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury or property damage**, occurring during the **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

**We will not cover**

- 1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy.

#### **Environmental clean up cover**

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is the **clean up costs** limit of indemnity shown in **your** schedule.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

**We will not cover any part of a claim for clean up costs**

- 1 at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that  
a necessary to meet the standards required by law at the start of remediation  
b existing at the time of a **sudden incident** for which a claim is made under this section.

#### **Housing grants cover**

**We** will pay the amount of an award in relation to an occurrence where cover is provided under this section, made in respect of a construction dispute and resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the **policy territories**.

**You** must comply with the following conditions or **we** have the right to refuse to pay **your** claim. If any payment is made it will not affect any of **our** other rights under the conditions of **your policy**.

**You must**

- 1 forward to **us**, any notice of intention to refer a dispute to adjudication within 24 hours of receipt and within a further 48 hours provide full written details and/or any other applicable evidence in respect of the matter notified
- 2 provide **us** notice of any intention by **you** to issue a notice of intention to refer a dispute to adjudication
- 3 not accept any award made by an adjudicator to a dispute as being final without our prior agreement.

#### **JCT contracts cover**

If **you** are required to arrange insurance under the terms of Clause 6.5.1 of the JCT Conditions of contract or any contract condition requiring similar insurance on behalf of any **principal**, **we** will provide cover, so far as is necessary to meet the terms of the contract, for a temporary period of up to 21 days from the start date of the contract, or the date that any preliminary **works** are started on site, whichever is earlier. Temporary cover will cease immediately if other insurance is arranged during the period of temporary cover.

**We** will not provide cover for

- 1 piling, ground stabilisation or underpinning **works**
- 2 demolition or partial demolition of buildings or structures
- 3 use of explosives.

The maximum amount **we** will pay for any expense, liability, loss, claim or proceedings incurred or sustained arising from one **event**, is the public liability limit of indemnity shown in **your** schedule or any lesser amount specified in the contract conditions mentioned above.

#### **Manslaughter costs cover**

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

#### **Personal liability cover**

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person of yours** whilst
  - a performing their normal duties in connection with the **business**
  - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**.
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

#### **Principals liability cover**

At **your** request, **we** will cover the legal liability of any principal arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

#### **Property in your care cover**

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

**We** will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **clean up costs**.

### Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

### We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Limit of indemnity

- 1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.
- 2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damage as a result of all occurrences during any one **period of insurance** caused by or originating from
  - a) release or escape of **pollutants**
  - b) **products** which are not for use in connection with **works**.
- 3 The **terrorist act** limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with **terrorist act**.
- 4 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.
- 5 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
- 6 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.
- 7 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

### What is not covered

#### Aircraft and watercraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

#### Airside exclusion

**We** will not cover claims caused by or arising from any work in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

**Asbestos exclusion**

We will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

**Aviation and hovercraft products exclusion**

We will not cover claims caused by or arising from any products which to your knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space

**Contractual liability exclusion**

We will not cover claims

- 1 for **contractual liability** in connection with **products**
- 2 where the terms of any contract or agreement made by **you**, prevents **us** from taking over the full defence or settlement of the claim
- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses

**Damage to works exclusion**

We will not cover claims for loss of or damage to

- 1 **works**
- 2 any work process or other operation that has been completed by **you** or on **your** behalf, or for which responsibility has been handed over, caused by or arising from defect in or unsuitability of, any part of that work process or other operation.

**Damage to products exclusion**

We will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** caused by or arising from a defect in or the unsuitability of those **products** .

**Defamation and discrimination exclusion**

We will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

**Deliberate act exclusion**

We will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
  - a where the results are intended or expected, or are reasonably foreseeable by **you**
  - b by anyone other than **you**, so far as cover is requested for their own liability.
- 2 for **clean up costs** in circumstances where **you** have knowingly
  - a deviated from any regulatory notice, order or protection ruling
  - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

**Electronic data exclusion**

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

**Employee injury exclusion**

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

**Employment dispute exclusion**

We will not cover claims caused by or arising from a dispute with, or proceedings brought by any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment related legislation.

**Excess exclusion**

The **excess** will apply to each **event** for loss as stated in **your** schedule.

**Foreign manual work exclusion**

We will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy**

**territories**, except where temporary work is undertaken within the European Union, by persons resident within the **policy territories**, for up to 180 days in total, during any one **period of insurance**.

#### **Hazardous Locations Exclusion**

**We** will not cover claims out of or in connection with any work undertaken by **you** on or in the following locations

1. power stations, nuclear installations or establishments
2. refineries, bulk storage or production premises in the oil, gas or chemical industries
3. underground or under water
4. aircraft, hovercraft, aerospace systems or watercraft
5. railways or airports

#### **Intellectual property exclusion**

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

#### **North America exclusion**

**We** will not cover claims caused by or arising from

- 1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
- 2 **services** in the United States of America or Canada
- 3 pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada

#### **Offshore exclusion**

**We** will not cover claims caused by or arising from any work **offshore**.

#### **Overseas establishment exclusion**

**We** will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

#### **Professional duty exclusion**

**We** will not cover claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee
- 2 planning, project management or supervision of **works** where **you** are engaged to act in that capacity, either for a specific fee, or under an agreement separate from that to execute the **works**.

#### **Punitive damages exclusion**

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

#### **Radioactive contamination exclusion**

**We** will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

#### **Recall exclusion**

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

#### **Rectification of defects exclusion**

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products**, work, process or other operations, or to make any refund.

#### **Road Traffic Act exclusion**

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

#### **War risk exclusion**

**We** will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

## Section Conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your** policy.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved, must be protected by non-combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered, or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Plant hire condition

If any items of mechanical plant or equipment are hired out by **you** to customers, **you** must do so under the general form of conditions for the hiring of plant recommended by the Contractors Plant Association (CPA), Hire Association Europe (HAE) or other form of conditions agreed by **us** in writing.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Sub-contractors (works) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **works**, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work that they have insurance in force throughout the period of their involvement in the **works**.

A written record must be retained by **you** for inspection by **us** if a claim arises for which the sub-contractor may have a responsibility, showing evidence of:

- 1 Employers liability insurance in the name of the sub-contractor, covering liability to employees in accordance with any law relating to compulsory insurance
- 2 Public liability insurance covering the legal liability of the sub-contractor, to anyone who is not one of their employees and which
  - a has a limit of indemnity not less than the public liability limit of liability shown in **your** schedule, or any other amount agreed by **us** in writing
  - b includes a clause providing benefit of cover to **you** in similar terms to the **principals** liability cover provided by this section
  - c covers the type of work carried out by the sub-contractor in connection with **works**.

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **works**, in an emergency that leaves insufficient time to obtain all written evidence as required by this condition, **we** will not enforce the condition so long as **you** obtain verbal confirmation from the sub-contractor, prior to starting work, that insurance in accordance with **1** and **2** above is in force and **you**

- i subsequently exchange correspondence confirming this
- ii retain the correspondence for inspection by **us** if a claim arises for which the subcontractor may have a responsibility.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Underground services

The following precautions must be complied with before the start of any ground work involving digging, drilling, boring, excavation or earth moving operations

- 1 written confirmation of the location and plan position of all existing **underground services** must be ascertained by enquiry to the owner or relevant authority responsible for the **underground services**
- 2 the location and plan position of **underground services** must be given to the persons employed or any contractor carrying out the ground work
- 3 the area of the ground work must be investigated using remote electrical devices to establish the actual position of **underground services**
- 4 a work method must be adopted which minimises the risk of **property damage** to **underground services**
- 5 a full written record of the enquiries and measures taken to locate **underground services** and to minimise the risk of loss or damage must be retained for inspection by **us** if a claim arises.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.



# Contractors All Risks

Your schedule will show if this section is covered

## What Is Covered

1. Own Plant
2. Hired In Plant
3. Employees Tools
4. Temporary Buildings
5. Temporary Works
6. **Redrawing of plans/documents**

## We will pay you

The value of the property described in the Schedule at the time of loss, destruction or damage or at Our option reinstate or repair such property or any part of it We will also reimburse costs and expenses necessarily incurred by You with Our consent for

1. removing debris
2. dismantling or demolishing
3. shoring up, propping and fencing off
4. clearing or repairing drains and service mains on site
5. architects, surveyors and consultants fees in connection with the reinstatement of the Permanent and Temporary Works consequent upon its loss, destruction or damage but not for preparing any claim. Our liability shall not exceed the sum insured or limit of liability shown in the Schedule

## Immobilised Plant

This Section extends to include the payment of necessary costs incurred in the recovery of property described in the Schedule to this Section which may become immobilised or immovable whilst being used in connection with the Contract. It is a Condition to Our liability to make any payment under Immobilised Plant Extension that the cause of such immobilisation or immovability is the subject of a claim covered by this Section

## Free Materials

The property insured in respect of the Temporary Works shall include any materials supplied by or provided to **you** for inclusion in The Contract or Works for which **you** are responsible the value of which will not be included in the final valuation of the Works carried out or final Contract price and which are not otherwise excluded from this Section

## Transit

The insurance extends to include loss, destruction or damage to the property insured whilst in transit within the Territorial Limits other than

1. by sea or air
2. any mechanically propelled vehicle under its own power
3. Employees Tools

## Off-Site Storage

The insurance in respect of the Temporary Works extends to apply to materials whilst situated at **your** own Premises or in store or at any manufacturers or suppliers premises anywhere within the Territorial Limits provided that the Contractor is responsible for them under the Contract, where the insurance by this Section includes Constructional Plant and Equipment, Temporary Buildings and Hired in Plant such property is insured whilst at **your** own Premises or in a securely locked compound or store

## Re-drawing Plans/Documents

We will reimburse costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other contract documents following loss, destruction or damage to plans, drawing or other contract documents up to the limit stated in your schedule

## Expediting Costs

This Section extends to include payment of extra charges for overtime, night work, work on public holidays, express freight, air freight and the like necessarily incurred by **you** following reinstatement or replacement of any damaged property forming the basis of a claim under this Section

### **Hired In Plant**

Where Hired in Plant is insured this Section will provide cover against the legal liability of the Contractor under the terms of hiring agreements It is further agreed that anything contained to the contrary in Exclusions 5 or 15 of this Section We will cover **you** against legal liability in the terms of the Hiring Agreement or otherwise

1. to make good to the owner loss, destruction or damage to any Hired in Plant caused by its own breakdown or its own explosion
2. to pay to the owners of any Hired in Plant hire charges incurred as a consequence of and solely due to
  - i) physical damage to Hired in Plant or
  - ii) breakdown of Hired in Plant due to the negligence, misdirection or misuse by You or Your Employees Provided that
    1. such hire charges shall be calculated at the appropriate idle time rate for the period during which the plant is necessarily idle due to such damage or breakdown not exceeding 90 days from the time that it was necessarily idle and excluding the first 48 hours
    3. this extension does not apply to the result of any wilful act or wilful neglect by You
    4. Our liability shall be limited to £250 per item per day unless otherwise stated

### **Employees Tools**

Employees tools and other personal effects for which **you** are responsible and for an amount not exceeding **£1000** any one Employee after the application of the Excess. All intended for use in connection with the Contract whilst on or adjacent to the site of the Contract

## **Conditions**

It is a Condition to Our liability to make any payment under this Section that **you** shall take all reasonable precautions to safeguard the property insured and to prevent loss, destruction or damage including any additional precautions necessary as the result of partial or total cessation of work by **you** at any Contract site. If You do not You may lose Your right to indemnity

## **What is not covered**

### **1.Amount Excluded**

The Excess amount(s) stated in Your Schedule

### **2. Vehicles**

Loss, destruction or damage to any mechanically propelled vehicle intended for conveyance of persons materials or plant and for which Insurance or Security under the Road Traffic Acts is necessary

### **3.Craft or Vessels**

Loss, destruction or damage to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft

### **4.Deeds**

Loss, destruction or damage to deeds, bonds, bills of exchange, promissory notes, Money, stamps, securities or documents of title, precious metals, precious stones or articles made from precious stones or metals

### **5.Vehicles Machinery or Plant Breakdown**

Loss, destruction or damage to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion

### **6.Electronic risks exclusion**

**We** will not cover you for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**; or
2. any alteration, modification, distortion, erasure or corruption of **data** in each case whether your property 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**. We will cover subsequent consequential loss or damage which is covered by this section, which itself results from a **defined peril** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

### **7.Existing Property**

Loss, destruction or damage to any existing property including any existing property being altered or repaired, or the **temporary works** where these have been handed over or **you** no longer have responsibility for

### **8.Defective Design Material or Workmanship**

The cost necessary to replace repair or rectify any of the property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship but subject to any other terms and conditions of this Section this exclusion shall not apply to the remainder of the property insured which is free of such defective condition but is damaged as a

consequence of such defect

**9. Normal Upkeep**

The cost necessary for normal upkeep or normal making good

**10. Water**

Any work in, under or over water or adjoining or adjacent to rivers, lakes, reservoirs, dams or tidal waters or within cofferdams or caissons

**11. Structures**

Any work on bridges, viaducts, subways, tunnels, motorways, dams and nuclear installations

**12. Depth**

Any work where the depth of excavation exceeds 5 metres

**13. Wear and Tear**

Loss, destruction or damage due to wear and tear or gradual deterioration, rust, wet or dry rot, contamination, vermin and insects

**14. Conditions of Contract**

Loss, destruction or damage for which You are relieved of responsibility by the Conditions of Contract

**15. Penalties Under Contract** Penalties under Contract for delay, detention or loss of use or losses arising in connection with Guarantees of Performance or efficiency or any other loss or damage of any kind

**16. Disappearance or Shortage** Loss of any property by disappearance or by shortage where such loss is substantiated only by the making of an inventory or a periodic stocktaking or is not traceable to an identifiable event

**17. Terrorism and Northern Ireland Exclusion**

We will not cover You for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

**1.** in England, Scotland, Wales, the Channel Islands and the Isle of Man  
a) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss  
b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

**2.** in Northern Ireland

**a.** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

**c.** riot, civil commotion and (except for damage or interruption to the Business caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

**3.** Anywhere in the World that is not England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

**a.** any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

**b.** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism



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BIB Underwriters Limited  
2nd Floor, Pioneer House,  
Pioneer Court,  
Morton Palms,  
Darlington  
DL1 4WD