

# Your Construction Policy



**Trademaster  
Liability & Contract Works  
Insurance**

## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

JCB Insurance Services Ltd  
Rocester  
Staffordshire  
ST14 5JP  
Telephone: 01889 590219  
Fax Number: 01889 590742

# Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

|  |           |
|--|-----------|
|  | Page      |
| <b>Contact details for claims and help</b> | <b>3</b>  |
| <b>Complaints Procedure</b>                | <b>5</b>  |
| <b>Important Information</b>               | <b>6</b>  |
| <b>Contract of Insurance</b>               | <b>7</b>  |
| <b>Recognising You</b>                     | <b>8</b>  |
| <b>Policy Definitions</b>                  | <b>9</b>  |
| <b>Legal Liabilities</b>                   | <b>12</b> |
| Employers' Liability                       | 12        |
| Public and Products Liability              | 16        |
| <b>Asset Protection</b>                    | <b>26</b> |
| Contract Works                             | 26        |
| <b>Policy Conditions</b>                   | <b>33</b> |
| <b>Policy Exceptions</b>                   | <b>38</b> |

## Contact details for claims and help

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

### Claims Service

**0800 015 1498**

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

### Legal and Tax Helpline

**0345 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

### Risk Solutions Helpline

**0345 366 66 66**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

### Counselling Service Helpline

**0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

## Contact details for claims and help (Continued)

### Website

#### [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Complaints Procedure

## Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone:  
0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

# Important Information

## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St. Botolph Street  
London  
EC3A 7QU

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

## Contract of Insurance

The policy, the information You have provided, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**

### Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- (a) loss of a particular kind, and/or
- (b) loss at a particular location, and/or
- (c) loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



# Recognising You

## Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

As a customer of our Industry product you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

## Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

### Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

You can access the Knowledge Store by visiting:

<http://www.aviva.co.uk/yourbusiness/risk-management/>.

### Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including fire safety products and services to help you prevent, detect and contain a fire and ensure your premises are evacuated safely.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

**Short courses** – ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

**Accredited training** – ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

**In-company training** – our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

**eTraining** – Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including stress awareness for managers.

**Consultancy** – If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0345 366 66 66 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

# Policy Definitions

*Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

*Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.*

## Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## Data

All information which is

- (1) electronically stored  
or
- (2) electronically represented  
or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

## Policy Definitions (Continued)

### Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

### Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homemaker when engaged. in work on Your behalf.

### Excess / Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

### Failure

Any partial or complete reduction in the

- (1) performance  
or
- (2) availability  
or
- (3) functionality  
or
- (4) ability to recognise or process any date or time,  
of any
  - (a) Computer and Electronic Equipment,
  - (b) electronic means of communication,
  - (c) website.

### Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

### Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

### The Business

Activities directly connected with the business specified in The Schedule.

## **Policy Definitions (Continued)**

### **The Premises**

The premises specified in The Schedule.

### **The Schedule**

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

### **Unattended Vehicle**

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

### **Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

### **We/Us/Our/Aviva**

Aviva Insurance Limited.

### **You/Your/The Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

## Legal Liabilities Employers' Liability

### Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

## Legal Liabilities Employers' Liability (Continued)

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

### Clauses

*The following clauses apply to this Section.*

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

## Legal Liabilities Employers' Liability (Continued)

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

We will not provide indemnity

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

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

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

The maximum We will pay for

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

### Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform.
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle

where any road traffic legislation requires insurance or security.

- (3)
  - (a) liquidated damages.
  - (b) penalty clauses.
  - (c) fines.
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

## Legal Liabilities Employers' Liability (Continued)

- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including Costs and Expenses.

- (5) work on or in
- (a) power stations or nuclear installations/ establishments.
  - (b) oil, gas or chemical
    - (i) refineries
    - (ii) bulk storage premises
    - (iii) production premises.
  - (c) aircraft, aerospace systems or hovercraft.
  - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
  - (e) railways, tramways, airports, aerodromes or any airbase.

## Conditions

*The following conditions apply to the Section. (Also refer to the Policy Conditions at the back of this policy booklet)*

## Premium Adjustment

Where it is stated in The Schedule that declarations apply

- (a) You will within one month after the Expiry Date shown in The Schedule supply the information We require
- And
- (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying

## Additional Endorsements

### Demolition

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by the Insured, for erection, reconstruction, alteration, maintenance or repair.
- (2) of other structures not exceeding 4 metres in height.

### Excluded Work

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- (3) digging below the Depth Limit shown in The Schedule

### Height Limit

We shall not be liable in respect of work undertaken by any Employee at a height greater than 15 metres above

- (a) ground level
- or in the case of work inside a building or structure
- (b) floor level



## Legal Liabilities Public and Products Liability

### Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
    - (a) any Coroner's Inquest or Fatal Accident Inquiry
    - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (2) Costs and expenses incurred with Our written consent
  - (3) Any claimant's legal costs for which The Insured is legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

### Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

### Financial Loss

A pecuniary loss suffered by any

- (1) customer of
- (2) user of any Products Supplied by

The Insured and not caused by Personal Injury or Damage to Property.

### Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
  - (2) repaired, serviced or tested
  - (3) installed, constructed, erected or transported
- by You or on Your behalf and which is no longer in the custody or control of The Insured.

### Property

Material property.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or

## Legal Liabilities Public and Products Liability (Continued)

- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Employer

The party named as the employer in the contract or agreement.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
- (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

### The Period of Temporary Covers

Up to 28 days from the date on which The Insured enters into the contract or starts the work, whichever is the earlier.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

### The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
  - (2) Costs and Expenses
- in respect of accidental
- (a) Personal Injury

## Legal Liabilities Public and Products Liability (Continued)

- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

### Clauses

*The following clauses apply to this Section.*

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

### Building Contracts Liability and Damage

Where You are required to take out insurance to comply with

- (1) Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition or any subsequent amendment or replacement  
or
- (2) the equivalent clause in other contract conditions.

We will indemnify You and the Employer in respect of any expense, liability, loss, claim or proceedings which The Employer may incur or sustain as a result of accidental injury or Damage to any Property occurring within The Territorial Limits during The Period of Temporary Cover and caused by

- (a) collapse
- (b) subsidence
- (c) heave
- (d) vibration
- (e) weakening of or removal of support
- (f) lowering of ground water

arising out of or in the course of or due to the carrying out of The Works.

The maximum amount We will pay in respect of any or all claims arising out of any one contract is £2,000,000 and this amount shall be independent of The Limit of Indemnity.

You must ensure that

- (1) You tell Us about each contract to which this indemnity is to apply no later than seven days of
  - (a) entering into the contract  
or
  - (b) starting the work  
whichever is the earlier.
- (2) You agree the terms and pay the premium as We require in respect of this indemnity and for the continuation of this indemnity.

## **Legal Liabilities** Public and Products Liability (Continued)

We will not provide indemnity in respect of

- (1) the first £500 of each and every claim.
- (2) any expense, liability, loss, claim or proceedings
  - (a) as a result of the negligence, omission or default of
    - (i) You, Your agents or any Employee.
    - (ii) any sub-contractor, his employees or agents.
  - (b) as a result of errors or omissions in the planning or designing of The Works.
  - (c) which could be reasonable foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.
  - (d) which is at the sole risk of The Employer under the terms of the contract.
- (3) liability assumed by The Employer by agreement and which would not have attached in the absence of any agreement.
- (4) Damage to Property which comprises The Works.
- (5) Damage directly caused by pressure waves from aircraft or other aerial devices.

### **Buildings Temporarily Occupied**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
  - (a) The Insured.
  - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

### **Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

### **Contractual Liability**

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### **Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## Legal Liabilities Public and Products Liability (Continued)

### Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1)
  - (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.

- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

### Financial Loss

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of Products Supplied.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £50,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

## **Legal Liabilities** Public and Products Liability (Continued)

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
  - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
  - (b) non or late delivery of Products Supplied.
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
  - (d) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
  - (e) liability under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.
  - (f) any diminution in value of any Property or Products Supplied.
  - (g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
  - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
    - (i) the presence of
    - (ii) the release of  
Asbestos including any product containing Asbestos.
- (2) for the first £1,000 of Compensation, Costs and Expenses in respect of each and every loss.

### **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

## Legal Liabilities Public and Products Liability (Continued)

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

### Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

### Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
  - (a) not owned by
  - (b) not loaned, leased, hired or rented to You nor provided by Youand
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
  - (a) You.
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise.
  - (b) ownership or occupation of land or buildings.
  - (c) the carrying on of any trade or profession.
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

## Legal Liabilities Public and Products Liability (Continued)

### Payment for Court Attendance

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

The maximum We will pay for

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

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft.
  - (b) watercraft exceeding eight metres in length.
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause.
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.

- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied under a separate contract).
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied.
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) (a) the carrying out of any work  
(b) any Products Supplied which affects or could affect
  - (i) the navigation, propulsion or safety of any aircraft or other aerial device.
  - (ii) the safety or operation of nuclear installations.
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9) (a) work in or on and travel to, from or within  
(b) Products Supplied to any offshore
  - (i) accommodation, exploration, drilling or production rig or platform.
  - (ii) support vessel.
- (10) (a) liquidated damages.  
(b) penalty clauses.  
(c) fines.  
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.



## Legal Liabilities Public and Products Liability (Continued)

- (11) work on or in
- (a) power stations or nuclear installations/ establishments.
  - (b) oil, gas or chemical
    - (i) refineries
    - (ii) bulk storage premises
    - (iii) production premises.
  - (c) aircraft, aerospace systems or hovercraft.
  - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
  - (e) railways, tramways, airports, aerodromes or any airbase.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above
- except as stated in **Special Provision – Terrorism** below.
- In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.
- Special Provision – Terrorism**
- Subject otherwise to the terms of the policy Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.
- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.
- You will reimburse any such amount paid by Us.
- (14) (a) exposure to
- (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos.
- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
- (a) Virus or Similar Attack.
  - (b) Denial of Service Attack.
  - (c) unauthorised access to or use of Computer and Electronic Equipment.
- However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Premium Adjustment

The Insured shall at the expiry or each Period of Insurance, declare to the company the information required and Insurers reserve the right to charge the required premium for such Period of Insurance.

## Legal Liabilities Public and Products Liability (Continued)

### Additional Endorsements

#### Demolition & Civil engineering

We will indemnify The Insured in respect of

- (1) partial or total demolition
  - (a) of structures as part of a contract, undertaken by the Insured, for erection, reconstruction, alteration, maintenance or repair
  - (b) of other structures not exceeding 4 metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of supporting permanent and temporary works. We will not provide indemnity in respect of
  - (1) piling work, contracts other than the use of sheet piles for the support of permanent and temporary works
  - (2) water diversion or the use of explosives
  - (3) the construction of or work
    - (a) on towers, steeples, chimney shafts, blast furnaces
    - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon
    - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs
    - (d) digging below the Depth Limit shown in The Schedule.

#### Excluded Work

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- (3) digging below the Depth Limit shown in The Schedule.

### Underground Pipes, Cables and Services

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with Damage to underground pipes, cables or other services You maintain in force a system of work for controlling the risks associated with digging, excavating, boring or similar work and before starting such work You must have

- (i) taken (or caused to be taken) all reasonable steps, including contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk, are under the site  
and
- (ii) kept a written record of the steps taken  
and
- (iii) informed whoever is carrying out the digging, excavating or boring of the location of any pipes, cables or other services.

### Bona-Fide Subcontractors Insurances

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any work undertaken by any bona-fide sub-contractors You obtain evidence they have current policies providing indemnity for Public and Products Liabilities that

- (1) have a Limit of Indemnity of at least £2,000,000
- (2) cover the work to be undertaken
- (3) are effective for the duration of the contract
- (4) provide an indemnity to You as principal  
and that You keep a written record of their insurer and policy number.

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

# Asset Protection Contract Works

## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

## Contract

Any contract or agreement entered into by You to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.

## Contract Site

- (1) A site within the Territorial Limits at which You are carrying out work under a Contract,  
or
- (2) the site address stated in The Schedule if cover applies to a specific Contract.

## Damage

Physical loss, destruction or damage.

## Employees' Tools

Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than

- (1) motor vehicles.
- (2) gold or silver articles.
- (3) watches or jewellery.
- (4) Money.

## Estimated Original Contract Price

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.

## Existing Structures

Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.

## Free Issue Materials

Materials for incorporation into the Contract

- (1) issued free to You by or on behalf of Your Employer  
and
- (2) for which You are responsible under the conditions of the Contract

the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.

## Hired in Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.

## Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.

## Maximum Contract Price

The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.

## Practical Completion

Works which are

- (1) completed,  
or
- (2) complete except for the prospective buyer's or tenant's choice of decorations or final fitments.

## Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

## Territorial Limits

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

## Asset Protection Contract Works (Continued)

### Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract  
and/or
- (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

### Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

### Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is

#### (1) Works

(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.

#### (2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

#### (3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

#### (4) Employees' Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

### Clauses

*The following clauses apply to this Section.*

#### Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any

- (1) employer,  
or
- (2) contractor.

#### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

#### Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

#### Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

## Asset Protection Contract Works (Continued)

### Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

### Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (1) removing debris
- (2) dismantling or demolishing
- (3) shoring up or propping
- (4) clearing or repairing drains or service mains following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (2) arising from pollution or contamination of property not insured under this Section.
- (3) more specifically insured.

### Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

### European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation.
- (2) Act of Parliament.
- (3) Bye laws of any public authority.

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section.
  - (b) where notice was served on You before the Damage occurred.
  - (c) where an existing requirement must be completed within a stipulated period.
  - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage.
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

### Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) night work
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

## Asset Protection Contract Works (Continued)

### Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
- (2) the declaration required by the Adjustment of Premium Condition of this Section.

### Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

### Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay in respect of any one loss is £25,000.

### Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.

### Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant and
- (2) fitted with an activated operational locating/tracking device of a type approved by Us.

### Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay in respect of any one loss is £500.

We will not indemnify You in respect of the first £50 of each claim.

### Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions  
or
- (2) where materials have not been included in an interim certificate under any standard printed contract conditions
  - (a) £50,000,  
or
  - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,  
or
  - (c) 15% of the Estimated Original Contract Pricewhichever is the lower.

### Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (1) more specifically insured.
- (2) incurred in preparing a claim.

### Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

## Asset Protection Contract Works (Continued)

### Show Properties

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

The maximum that We will pay in respect of the contents of any one show property is £35,000.

### Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property,  
or
- (2) 180 days from Practical Completion

whichever is the earlier.

### Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued,  
or
- (2) the permanent Works have been completed and handed over to Your employer.

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage to any part of the permanent Works
  - (a) for which a certificate of completion has been issued,  
or
  - (b) which has been completed and handed over to Your employer,  
or
  - (c) taken into use

unless the Damage occurs

- (i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or
  - (ii) while You are carrying out Your obligations under the Maintenance Period, or
  - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.
- (2) Damage as a result of
  - (a) gradual deterioration or wear and tear.
  - (b) rust or mildew.
- (3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
- (4) Damage to
  - (a) Existing Structures.
  - (b) Money.
  - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
  - (d) any aircraft or waterborne vessel.
  - (e) property for which You are relieved of responsibility by the conditions of the Contract.
- (5) Damage
  - (a) by disappearance or shortage discovered only when an inventory is taken.
  - (b) which is not traceable to an event.
- (6) Damage caused by pollution or contamination other than that of or to the Property Insured.

## Asset Protection Contract Works (Continued)

- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
- (8) consequential loss or damage of any kind.
- (9) the cost of normal upkeep or making good.
- (10) Damage to and the cost necessary to reinstate or repair

- (a) Property Insured which is in a defective condition due to a defect in
  - (i) design, plan or specification
  - (ii) materials
  - (iii) workmanshipof or of any part of that Property Insured.
- (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

- (11) the Excess/Excesses.
- (12) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Terrorism shall mean

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined

by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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

- (ii) in respect of Damage occurring in any Territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence
  - and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (13) the theft of unfixed non-ferrous metals of any description unless at the time of theft
  - (a) an authorised Employee or agent of The Policyholder is actually on site,
  - or
  - (b) such property is contained in a securely locked container or building.



## Asset Protection Contract Works (Continued)

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 30 days of the suspension or stoppage.

We may at Our option

- (i) modify Your premium
- (ii) amend the terms and conditions of this Section
- (iii) require You to make alterations to the Contract Site and/or the Works
- (iv) exercise Our right to cancel Your policy under Policy Condition **(3) Cancellation**.

If, in the event of any claim for Damage, You have failed to advise Us that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, We may at Our option, avoid the claim.

### Diminution of Damage

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

# Policy Conditions

## Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

### (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### 2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

### (3) Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration

- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

## Policy Conditions (Continued)

- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### (5) Contribution

#### **Applicable to Employers' Liability Section and Public and Products Liability Section**

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

#### **Applicable to all other Sections insured by this Policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

### (7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,

## Policy Conditions (Continued)

- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

### (8) Identification

The policy and The Schedule will be read as one contract.

### (9) Non Disclosure, Misrepresentation or Misdescription

#### Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and

refuse all claims, and keep all premiums paid;

- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

#### Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different

## Policy Conditions (Continued)

terms with effect from the date it was made, and/or

- (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

### (10) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

### (11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents

- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

### (12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy

or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

### (13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

## Policy Conditions (Continued)

- (i) any buildings and tenants improvements item  
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

- (ii) other items  
The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

### (14) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
  - (i) providing Us with any additional information
  - (ii) completing any actions agreed between You and Us
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

# Policy Exceptions

## Exceptions

*The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.*

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
    - (a)
      - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
      - (ii) mutiny or military uprising, martial law
    - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
    - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.
- However,
- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
    - (a) Contract Works
  - (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
    - (a) Employers' Liability
  - (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
    - (a) Public and Products Liability
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
    - (a)
      - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
      - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - (b) the use of any weapon or device
      - (i) dispersing radioactive material and/or ionising radiation
      - or
      - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
    - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.
- However,
- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
    - (a) indemnify another party
    - or
    - (b) assume the liability of another party.
  - (3) any claim which arises directly or indirectly from or consists of the failure or inability of any
    - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

## Policy Exceptions (Continued)

- (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) exceptions (3) (a) and (3) (b) do not apply to the following Sections, when insured by this policy
  - (a) Employers' Liability











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