



GEM UNDERWRITING CONTRACTORS LIABILITY POLICY WORDING 2023

Gem Underwriting Agency Ltd is a FCA Registered Company, Firm Number 986425. An Appointed Representative of Bannerman Rendell Limited Authorised and Regulated by the Financial Conduct Authority. Registered office: 5-10 Bury Street, London, EC3A 5AT. Registered in England & Wales No. 00609004. This policy is underwritten by Gem Underwriting Agency Ltd on behalf of Irwell Insurance Company Limited: Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: 2 Cheetham Hill Road, Manchester, M4 4FB. Registered in England & Wales

Contents |

| | |
|--|----|
| Important information about Your policy | 2 |
| Definitions | 6 |
| Section 1 Employers Liability | 11 |
| Section 2 Public Liability | 13 |
| Section 3 Products Liability | 19 |
| General Extensions | 21 |
| Claims Conditions | 23 |
| General Conditions | 25 |
| General Exclusions | 28 |
| Further Information | 32 |

UK Contractors Liability Policy 2023 |

Important information about **Your** policy

This policy has been prepared in accordance with **Your** instructions. It is a legal contract. Read it and satisfy yourself that it is in accordance with **Your** requirements and that **You** understand its limits, terms, conditions and exclusions. **You** should contact **Your** insurance broker or the intermediary who arranged this Insurance **Immediately** if any correction is necessary.

This policy consists of:

- the **Schedule** which states who the **Insured** is, the **Business** being covered and other particulars such as the **Period of Insurance** and details of which sections of the policy are operative. It also shows such details as the occurrences insured, limits of liability and matters and amounts for which **You** are responsible;
- the **Definitions** which define particular words and expressions applying to the whole of this policy or, where specifically stated, applying to a particular section;
- the **Sections** of the policy which give precise details of the cover being provided;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this policy or, where specifically stated, applying to a particular section;
- any **Endorsements** which apply to the policy or individual sections and incorporate extensions, limitations and amendments.

You should **Immediately** notify **Us** via **Your** insurance broker or intermediary of any changes which may affect the cover provided by this policy. Failure to notify changes may mean **You** are not covered by this policy.

Alterations to the cover required or provided after issue of the policy will be confirmed by separate **Schedules** and/or Endorsements which **You** should file with the policy. **You** should refer to these **Schedules** and Endorsements and the policy to ascertain precise details of cover currently in force.

We are keen to work in partnership with **You** and avoid any misunderstandings.

Your Fair Presentation of the Risk

- 1 Before this policy is entered into, **You** must make a fair presentation of the risk to **Us**, in accordance with section 3 of the Insurance Act 2015. In summary, **You** must:
 - A. disclose to **Us** every material circumstance which **You** know or ought to know. Failing that, **You** must give **Us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - B. make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - C. ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
- 2 For the purposes of clause (1)(a) above, **You** are expected to know the following:
 - A. if **You** are an individual, what is known to **You** and anybody that is responsible for arranging **Your** insurance;
 - B. if **You** are not an individual, what is known to anybody that is part of **Your** senior management; and anybody who is responsible for arranging the **Your** insurance;
 - C. whether **You** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If **You** are insuring subsidiaries, affiliates or other parties, **We** expect that **You** will have included them in **Your** enquiries, and that **You** will inform **Us** if it **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- 3 If, prior to entering into this policy, **You** shall breach the duty of fair presentation, the remedies available to **Us** are set out below.
 - A. If **Your** breach of the duty of fair presentation is deliberate or reckless:
 - i. **We** may avoid the policy, and refuse to pay all claims; and,
 - ii. **We** need not return any of the Premiums paid.
 - B. If **Your** breach of the duty of fair presentation is not deliberate or reckless, our remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:
 - i. if **We** would not have entered into the policy at all, **We** may avoid the policy and refuse all claims, but must return the Premiums paid;
 - ii. if **We** would have entered into the policy, but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if **We** so require;
 - iii. in addition, if **We** would have entered into the policy, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **We** shall pay only X% of what **We** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

- 4 If, prior to entering into a variation to this policy, **You** shall breach the duty of fair presentation, the remedies available to **Us** are set out below:
- A. If **Your** breach of the duty of fair presentation is deliberate or reckless:
- i. **We** may by notice to **You** treat the policy as having been terminated from the time when the variation was concluded; and,
 - ii. **We** need not return any of the Premiums paid.
- B. If **Your** breach of the duty of fair presentation is not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:
- i. if **We** would not have agreed to the variation at all, **We** may treat the policy as if the variation was never made, but must in that **Event** return any extra premium paid;
 - ii. if **We** would have agreed to the variation to the policy, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if **We** so require;
 - iii. if **We** would have increased the premium by more than it did or at all, then **We** may reduce proportionately the amount to be paid on a claim arising out of **Events** after the variation. In those circumstances, **We** shall pay only X% of what **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$;
 - iv. if **We** would not have reduced the premium as much as it did or at all, then **We** may reduce proportionately the amount to be paid on a claim arising out of **Events** after the variation. In those circumstances, **We** shall pay only X% of what **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

The Contract of Insurance

Your policy is a legal contract between **You**, and **Us**, and there are provisions within it that restrict coverage.

In return for **You** having paid or agreed to pay the premium to **Us**, **We** are hereby bound, each for his own part and not one for another their heirs, Executors and Administrators to provide the insurance stated in each operative section of the policy in accordance with the limits, terms, conditions and exclusions of this policy or endorsed onto this policy in connection with the **Business** during the **Period of Insurance**.

This policy, the **Proposal**, the **Schedule** (including any **Schedule** issued in addition or substitution) and any Endorsement or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Claims Procedure

Please refer to the Claims Conditions of the policy for full details of the claims procedure and conditions relating to claims notification. It is condition precedent to liability that **We** are notified as soon as reasonably practicable within the **Period of Insurance** or at the latest within 21 days from when **You** become aware of any occurrence or circumstance which may give rise to a claim.

Please contact **Us** using the claims notification of loss: telephone line: **0344 892 3937**

or by e-mail to: irwell@dwfclaims.com

or by post to:

DWF Claims Management and Adjusting
Redcliffe Quay
120 Redcliff Street
Bristol
BS1 6HU

All claims notified to **Us** will be acknowledged **Immediately** upon receipt.

Definitions

These definitions are applicable to the whole policy or, where specifically stated, to a particular section of the policy wherever the words appear in bold and italics starting with a capital letter. Words importing the singular include the plural and vice versa. These definitions are subject to the terms, conditions, limits and exclusions of the policy.

A

Additional Insured

means:

1. the personal representatives of the **Insured** in respect of legal liability incurred by the **Insured**;
2. any principal for whom the **Insured** is carrying out a contract for the performance of work but only to the extent that such liability arises solely out of the work performed for the principal by or on behalf of the **Insured**. Such principal shall be subject to and comply with the terms and conditions of this policy and this clause shall in no way operate to increase the limits of liability as stated in the **Schedule**;
3. any **Person Employed**;
4. any director or partner of the **Insured**;
5. the owners of plant hired in by the **Insured** but only to the extent required by the hiring conditions;
6. any director or partner of the **Insured** in respect of private work undertaken by any **Person Employed** for such director or partner with the prior consent of the **Insured**; against legal liability in respect of which the **Insured** would have been entitled to indemnity under this policy if the claim for which indemnity is sought had been made against the **Insured**;
7. the officers, committees and members of the **Insured's** canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such but not including medical practitioners while working in a professional capacity;

each of whom shall as though the **Insured** be subject to the limits, terms, conditions and exclusions contained in this policy so far as they can apply.

Asbestos

means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite fibrous tremolite or any mixture containing any of these materials.

B

Business

means those activities directly connected with the **Business** specified in the **Schedule** and is extended to include:

1. the ownership and occupation of premises by the **Insured** including incidental maintenance and repair;
2. the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**; but not including medical practitioners while working in a professional capacity;
3. first aid, fire, security and ambulance services maintained solely for premises owned or occupied by the **Insured**; but not including medical practitioners while working in a professional capacity;
4. private work undertaken by any **Person Employed**, for any director or partner or senior official of the **Insured** with the prior consent of the **Insured**;
5. participation in exhibitions held within the **Territorial Limits**;
6. project supervision where the **Insured** acts in the capacity of project supervisor in the course of the **Business** described in the **Schedule**, by virtue of the requirements of any health and safety legislation.

C

Communicable Disease

means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly

Condition Precedent

means a term or condition of this policy that the **Insured** must comply with before the **Insurer** is liable to make any payment in respect of a claim.

However, if a **Condition Precedent** is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, the **Insurer** will not rely on the breach of that **Condition Precedent** to exclude, limit or discharge their liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Contract Works

means all works executed or in the course of execution by, or on behalf of the **Insured** in the performance of any contract entered into by the **Insured** and materials for incorporation into the works and all plant, tools, equipment, temporary works or temporary buildings for use in connection with the works.

D

Damage

means accidental physical loss, destruction or damage to tangible property.

E

Event

means any occurrence, including the continued or repeated injurious exposure to substantially the same general conditions, which results in **Injury** or **Damage**. All **Events** or series of **Events** consequent upon or attributable to one source or original cause shall be regarded as a single **Event** for the purposes of this policy.

Excess

means the amounts specified in the **Schedule**, or any applicable Endorsement inclusive of all costs, expenses and adjusters' fees incurred in the investigation, defence or settlement of any claim which the **Insured** shall pay on request before the **Insurer** shall be liable to make any payment as ascertained after the application of all the terms, conditions, exclusions and limits of the policy.

H

Hazardous Waste

means "*Hazardous Waste*" as defined in the *Hazardous Waste (England and Wales) Regulations 2005* and any amending and/or subsequent legislation.

Health and Safety Legislation

means:

- 1 the Health and Safety at Work etc. Act 1974 and any amending and/or subsequent legislation;
- 2 the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

I

Immediately

means within 5 working days.

Injury

means bodily injury, death, disease, illness, nervous shock or psychiatric illness.

Insured/You/Your

means the legal personality as stated in the **Schedule** and bearing the employer reference number provided by Her Majesty's Revenue and Customs.

Insurer/We/Us/Our

means Irwell Insurance Company Ltd, 2 Cheetham Hill Road, Cheetham Hill, Manchester, M4 4FB as stated in the **Schedule** & Gem Underwriting Agency Ltd, 5-10 Bury Street, London, EC3A 5AT who act for the **Insurer** under a delegated authority.

L

Legal Costs

means:

1. legal costs and expenses recoverable by any claimant arising from the legal liability of the **Insured** and all costs and expenses incurred with the written consent of the **Insurer**;
2. the costs of legal representation of the **Insured** incurred with the written consent of the **Insurer** at:
 - A. any coroner's inquest or fatal accident enquiry arising from any death;
 - B. proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or **Damage** which may be the subject of a claim under this policy;

N

Non-Hazardous Waste

means "*Non-Hazardous Waste*" as defined in the *Hazardous Waste (England and Wales) Regulations 2005* and any amending and/or subsequent legislation.

Nuisance

means nuisance, trespass or interference with any:

1. easement;
2. right of air;
3. right of light;
4. right of water;
5. right of way.

O

Offshore

means from the time of embarkation onto a conveyance at the point of final departure to any offshore installation, including but not limited to any offshore rig or platform, until disembarkation onto land upon return from such installation.

P

Pathogenic Organism

means any mold, fungi spore, bacteria, yeast, mildew, algae, virus, mycotoxin or any other metabolic product, enzyme or protein secreted or produced, whether toxic or otherwise.

Period of Insurance

means the period as stated in the **Schedule**.

Person Employed

means any:

1. person under a contract of service or apprenticeship with the **Insured**;
2. labour master or labour-only subcontractor or person supplied by any of them;
3. self-employed person;
4. person hired to or borrowed by the **Insured**;
5. person undertaking study, a training scheme or work experience;
6. person supplied to the **Insured** under a contract or agreement, the terms of which deem such person to be in the employment of the **Insured**;
7. voluntary worker or temporary worker;
8. driver under Construction Plant-Hire Association conditions;
while working under the control of the **Insured** in connection with the **Business**

Pollution or Contamination

means **Pollution or Contamination** of buildings or other structures, or of water or land or the atmosphere and all **Damage or Injury** directly or indirectly caused by such **Pollution or Contamination**.

Premium

means the amount specified in the **Schedule**.

Products

means any item or thing manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by or on behalf of the **Insured** from or within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (including the provision of any related advice, design, consultancy, plan, specification, formulae, labelling, packing or instructions for use given) but only after such item or thing has left the **Insured's** care, custody or control.

But shall not include:

1. food or drink for consumption on the premises of the **Insured** or at any other premises where the **Insured** is conducting the **Business**;
2. the **Contract Works**.

Property

means tangible property.

Proposal

means any information supplied by the **Insured** in connection with this Insurance and any declaration made by or on behalf of the **Insured** in connection with any information supplied.

S

Schedule

means the **Schedule** of Insurance, for the time being in force attaching to and forming part of this policy.

T

Territorial Limits

means:

- A. Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and Member States of the European Union;
- B. the non-manual activities of any director and/or partner of the **Insured** and/or **Person Employed** ordinarily resident in the territories named in 1 above, but temporarily engaged in the **Business** elsewhere in the world, excluding any country or territory which operates under the law of the United States of America or of Canada;
- C. elsewhere in the world, excluding any country or territory which operates under the law of the United States of America or of Canada, in connection with any **Event** arising out of **Products**.

Terrorism

means an act including but not limited to the use of force or violence and/or the threat of force or violence of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Section 1 Employers Liability |

Cover and Jurisdiction

The **Insurer** will indemnify the **Insured** and any **Additional Insured**:

- 1 against legal liability for damages and claimant's costs and expenses in respect of **Injury** sustained by any **Person Employed** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in the **Business**;
- 2 in respect of **Legal Costs** incurred with the written consent of the **Insurer** in connection with any **Event** which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurer** in respect of any judgement, award or settlement made in any country or territory outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the **Insured** have requested that there shall be no such limitation and has accepted the terms offered by the **Insurer** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this policy.

Limit of Liability and Legal Costs

Irrespective of:

- 1 the number of parties and/or entities entitled to indemnity;
- 2 the number of claimants;

the total amount payable by the **Insurer** under this section including all extensions in respect of or arising from any one claim or series of claims against the **Insured** arising out of one **Event** shall not exceed the limit of liability specified in the **Schedule** for Employers Liability inclusive of **Legal Costs**.

Terrorism

This section will indemnify the **Insured** against the legal liability of the **Insured** for damages, claimant's costs and expenses and **Legal Costs** in respect of **Injury** sustained by **Persons Employed** arising as a result of **Terrorism** during the **Period of Insurance** within the **Territorial Limits** up to a limit of £5,000,000 in respect of any one **Event**.

Employers Liability Compulsory Insurance clause

The indemnity granted by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Channel Islands and *offshore* installations in territorial waters around Great Britain and its Continental Shelf but the **Insured** agree to repay to the **Insurer** all sums paid by them which they would not have been liable to pay but for the provisions of such law ordinance or statute.

Employers Liability Tracing Office

Certain information relating to this insurance policy including, without limitation, the policy number(s), employer's names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employers' reference numbers provided by Her Majesty's Revenue and Customs and companies house reference numbers (if relevant), will be provided to the employer's liability tracing office and added to an electronic database.

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

Extension to Section 1

The following extension shall apply, subject always to the limits, terms, conditions and exclusions of this section and the policy.

Unsatisfied Court Judgements

If a judgement for damages is obtained:

- A. by any **Person Employed** or the personal representatives of any **Person Employed** in respect of **Injury** sustained by the **Person Employed** caused during the **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business**;
- B. against any company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

in any court within the territories specified in B above; and

- C. remains unsatisfied in whole or in part six months after the date of such judgement;

at the request of the **Insured**, the **Insurer** will pay to the **Person Employed** or the personal representatives of the **Person Employed**, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- 1 there is no appeal outstanding;
- 2 if any payment is made under the terms of this extension, the **Person Employed** or the personal representatives of the **Person Employed** shall assign the judgement to the **Insurer**.

Exclusions to Section 1

The **Insurer** will not indemnify the **Insured** for legal liability arising from:

1 Road Traffic Legislation

Legal liability for which the **Insured** is required to arrange motor insurance or security in accordance with any road traffic legislation.

2 Offshore Work

Injury sustained by any **Person Employed Offshore**.

3 Medical and Repatriation Costs

- A. medical costs or medical expenses;
- B. repatriation costs or repatriation expenses; incurred by any **Person Employed** whilst outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Section 2 Public Liability |

Cover and Jurisdiction

The **Insurer** will indemnify the **Insured** and any **Additional Insured**:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
 - A. **Injury** sustained by any person;
 - B. **Damage** to Property;
 - C. **Nuisance**;

happening during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**;

- 2 in respect of **Legal Costs** incurred with the written consent of the **Insurer** in connection with any **Event** which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurer** in respect of any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurer** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this policy.

Limit of Liability and Legal Costs

Irrespective of:

- A. the number of parties and/or entities entitled to indemnity;
- B. the number of claimants;

the total amount payable by the **Insurer** under this section and all extensions in respect of any one **Event** shall not exceed the Limit of Liability specified in the **Schedule** for Public Liability.

Legal Costs payable by the **Insurer** shall be paid in addition to the Limit of Liability unless otherwise stated in the **Schedule** provided always that:

- A. if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made to dispose of any claim;

and

- B. the **Insurer** are liable to pay **Legal Costs** in addition to the Limit of Liability;

the liability of the **Insurer** for such **Legal Costs** shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Condition 2 of this policy.

Extensions to Section 2

The following extensions shall apply, subject always to the limits, terms, conditions and exclusions of this section and the policy.

1 Contingent Motor Liability

Exclusion 4 of section 2 does not apply to this Extension. The **Insurer** will indemnify the **Insured** and no other against legal liability arising out of the use of any motor vehicle by any **Person Employed** in connection with the **Business**.

This extension will not indemnify the **Insured** in respect of legal liability:

- A. arising out of loss of or Damage to any such motor vehicle or any goods conveyed in or on the motor vehicle;
- B. arising out of **Injury** or loss of or **Damage** to tangible property caused:
 - i. by any motor vehicle owned or provided by the **Insured**;
 - ii. by any motor vehicle driven with the consent of the **Insured** or a representative of the **Insured** by any person who to the **Insured's** knowledge or that of the **Insured's** representative does not hold a valid licence to drive such vehicle;
 - iii. outside Great Britain Northern Ireland the Channel Islands or the Isle of Man;
- C. if such vehicle is more specifically insured.

2 Cross Liabilities

If the **Insured** comprises more than one entity the **Insurer** will indemnify each entity in the same manner and to the same extent as if a separate policy had been issued to each provided that the total amount of indemnity afforded by the **Insurer** shall not exceed the Limit of Liability regardless of the number of entities entitled to indemnity.

3 Defective Premises Act

In so far as this section indemnifies the **Insured** against legal liability in respect of **Injury** or **Damage** to **Property**, such section shall apply to legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the **Insured**.

This extension will not apply to legal liability:

- A. for the costs of remedying any defect or alleged defect in premises disposed of by the **Insured**;
- B. in respect of which the **Insured** is entitled to indemnity under any other insurance.

4 Overseas Personal Liability

The **Insurer** will indemnify the **Insured** and, if the **Insured** so requests, any director or partner of the **Insured** or **Person Employed** against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business** but excluding any country or territory which operates under the law of the United States of America or of Canada.

This extension will not apply to legal liability:

- 1 arising out of the ownership or occupation of land or buildings;
- 2 in respect of which indemnity is afforded by any other insurance.

5 Data Protection Act

The **Insurer** will indemnify the **Insured** and, if the **Insured** so requests, any director or partner of the **Insured** or **Person Employed** against legal liability arising under Section 13 of the Data Protection Act 1998 or any subsequent amending legislation. For the purposes of this extension damage and/or distress within the meaning of such Act shall be deemed to be **Injury**, provided that the **Insured**:

- 1 is registered in accordance with the terms of such Act or has applied for registration which has not been refused or withdrawn;
- 2 has taken all reasonable care to comply with the requirements of such Act.

This extension will not apply to:

- A. the costs of replacing, reinstating, rectifying or erasing data;
- B. legal liability arising from, or caused by any deliberate act or omission of the **Insured** or any person entitled to indemnity, if the result of the act or omission could reasonably have been expected by the **Insured** or such other person having regard to the nature and circumstances of such act or omission;
- C. the payment of fines or penalties;
- D. claims arising out of circumstances notified to a previous insurer or known to the **Insured** at the inception of this policy;
- E. legal liability in respect of which indemnity is provided by any other insurance.

Exclusions to Section 2

The **Insurer** will not indemnify the **Insured** for legal liability:

1 **Injury sustained by Persons Employed**

for **Injury** sustained by any **Person Employed** arising out of and in the course of employment by the **Insured** in the **Business**.

2 **Products**

directly or indirectly caused by, arising from or in connection with any **Products**.

3 **Pollution or Contamination**

directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

4 **Vehicles**

arising out of the ownership or operation by or on behalf of the **Insured** of any motor vehicle or trailer for which insurance or security is required under the provisions of any road traffic legislation other than legal liability;

- i. caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
- ii. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer;
- iii. arising out of any vehicle or trailer temporarily in the **Insured's** care, custody or control for the purpose of parking;
- iv. caused by the use of any vehicle as a tool of trade;

and where such legal liability does not require Compulsory Insurance or security by legislation governing the use of any motor vehicle or trailer.

However, **We** will not indemnify **You** against legal liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

5 **Vessels and Craft**

arising out of the ownership or operation by or on behalf of the **Insured** of any vessel or craft designed to travel in, on or through water, air or space but this exclusion will not apply to waterborne craft not exceeding three metres in length in the territorial waters of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and Member States of the European Union.

6 **Contract Works Property in the Insured's Care Custody or Control JCT Clause 21.2.1**

In respect of loss of or **Damage** to any **Property**:

- A which constitutes or forms any part of the **Contract Works** happening before the date of certified completion or hand over of the **Contract Works** by the **Insured**;
- B which at the time of the **Event** giving rise to such liability is owned by or held in trust by or in the care, custody or control of the **Insured** or any **Person Employed**, other than:
 - i. personal effects including vehicles and their contents of any **Person Employed** or any director or partner of or visitor to the **Insured**;
 - ii. premises including their contents, not owned by or leased or rented to the **Insured** but temporarily occupied by the **Insured** for the purposes of undertaking work in connection with the **Business**, provided that this paragraph, ii, shall not include any **Property** to which 6A directly above applies;
 - iii. premises and their fixtures and fittings leased or rented to the **Insured**, provided that where such liability has been accepted by agreement, indemnity will only be provided to the extent that such liability would have attached in the absence of the said agreement;
- C in respect of which the **Insured** is required to effect insurance under the terms of clause 21.2.1 of the JCT Conditions of Contract 1980 edition, or any revision or substitution of clauses 21.2.1, or any clause of similar intent under any other conditions of contract. Member States of the European Union.

7 **Defective Work**

In respect of loss of or **Damage** to or the costs of recall, removal, repair, alteration, replacement or reinstatement of any **Property** which comprises the **Contract Works** caused or necessitated by the defective condition or unsuitability of any part of such **Property**.

8 **Loss of or Damage to Underground Services**

In respect of **Damage** to any services located underground, unless prior to commencement of any work which involves digging, boring or excavation the **Insured** has:

- A taken all reasonable measures to ascertain the location of all pipes, cables, mains or other underground services before any work is commenced which may involve risk of **Damage** to such pipes, cables, mains or other underground services including but not limited to:
 - i. use of any local utility or other free phone service for the area in which the **Insured** is working;
 - ii. use of any appropriate detection system.
- B retained a written record of the measures that were used to locate such pipes, cables, mains or other underground services;
- C conveyed the location of such pipes, cables, mains or other underground services to any party carrying out such work on behalf of the **Insured** and retained a record and adopted or caused to be adopted a method of work that minimises the risk of **Damage** to pipes, cables, mains or other underground services.

9 **Work Offshore**

arising from or in connection with any work undertaken **Offshore**.

10 Heat Away From the Insured's Own Premises

Where the *Insured* is using any process which involves the application of heat, oxyacetylene, electric arc or similar welding cutting, grinding or other spark emitting equipment away from the *Insured's* own premises unless:

- A. the Construction (Design and Management) Regulations 2015 in respect of fire safety obligations under regulations 29 and 32 are complied with;
- B. a permit to use heat is obtained from any principal, site manager or property owner.
- C. prior to work commencing:
 1. the area in which such equipment is to be used must be thoroughly examined and cleared of loose combustible materials which may be in danger of ignition within the vicinity of use, including areas above or below. Where clearance or removal is not practical or fixed combustible materials are to remain in situ, such combustible materials must be covered with overlapping sheets, blankets or screens of non-combustible material;
 2. where such equipment is used on walls, partitions, roofs, ceilings, floors or heat conducting materials are built into or project through these, additional precautions are required. A thorough examination must be made of the opposite side of such wall, partition, roof, ceiling or floor to ensure it is clear of any combustible materials which may be ignited by sparks or flames or conducted heat. Where clearance or removal is not practical, such combustible materials must be covered with overlapping sheets, blankets or screens of non-combustible material or other steps and precautions must be undertaken to mitigate the risk of igniting a fire;
- D. during work:
 1. whilst such equipment is switched on or alight it shall be kept under continuous visual supervision by the user or any other designated competent person, until such time such equipment is switched off, extinguished and has cooled down after use;
 2. suitable fire extinguishing equipment appropriate for the work is kept available for immediate use and as near as practicable to where the work is undertaken;
 3. filling or refilling of gas cylinders is only to be carried out in the open outside of any building or structure;
 4. additional gas cylinders not in use must be safely stored in an area at least six (6) metres away from the proposed area where such equipment is being used;
- E. after work:

immediately upon finishing work a thorough examination must be made in and about the area (including the other side of walls, partitions, roofs, ceilings or floors) where the work has been carried out to ensure that no ignition has taken place or for evidence of smouldering or transmission of heat which may cause a fire. Then further thorough examinations at thirty (30) and sixty (60) minute intervals afterwards or more frequently as required by any risk assessment;

11 Asphalt, Bitumen and Tar Heaters

Arising from the ownership, possession or use of tar/bitumen heaters, melting pots, vessels, tar pans with associated heating apparatus used for heating of bitumen, bituminous compounds, tar or similar materials unless:

1. during work:

- A. heating apparatus is switched on or alight it shall be kept under continuous visual supervision by the user or any other designated competent person until such time such heating apparatus is switched off, extinguished and has cooled down after use;
- B. tar/bitumen heaters, melting pots, vessels, tar pans must be placed on a firm level surface of fire resistant material and capable of supporting the load;
- C. any gas cylinders must be at least three (3) metres away from the heater during use, unless a suitable protective shield is fitted;
- D. suitable fire extinguishing equipment is kept in close proximity whilst heating apparatus is switched on or alight and available for immediate use;
- E. additional gas cylinders not in use must be safely stored at least six (6) metres away from heating apparatus;
- F. where tar/bitumen heaters, melting pots or vessels are operated on a roof or within a building or structure they must be placed in a tray or pan with a greater capacity than the contents of the container being heated;

2. after work:

such equipment must be switched off or extinguished and thoroughly examined to ensure it has cooled down after use before moving it or leaving the site unattended.

12 Airside Exclusion

directly or indirectly arising out of or in connection with any work undertaken in or on:

- a) aircraft, drones and other aerial devices;
- b) any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.

Section 3 Products Liability |

Cover and Jurisdiction

The **Insurer** will indemnify the **Insured** and any **Additional Insured**:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
 - A. **Injury** sustained by any person;
 - B. **Damage to Property**;happening during the **Period of Insurance** and caused by any Product;
- 2 in respect of **Legal Costs** incurred with the written consent of the **Insurer** in connection with any **Event** which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurer** in respect of any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the **Insured** has requested that there shall be no such limitation, and has accepted the terms offered by the **Insurer** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this policy.

Limit of Liability and Legal Costs

- 1 Irrespective of:
 - A. the number of parties and/or entities entitled to indemnity;
 - B. the number of claimant'sthe total amount payable by the **Insurer** under this section and all extensions in respect of all **Events** shall not exceed the Limit of Liability specified in the **Schedule** for **Products** Liability.
- 2 **Legal Costs** payable by the **Insurer** shall be paid in addition to the Limit of Liability unless otherwise stated provided always that:
 - A. if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made to dispose of any claim; and
 - B. the **Insurer** are liable to pay **Legal Costs** in addition to the Limit of Liabilitythe liability of the **Insurer** for such **Legal Costs** shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Condition 2 of this policy.

Extension to Section 3

The following extension shall apply, subject always to the limits, terms, conditions and exclusions of this section and the policy.

Consumer Protection Act and Food Safety Act Legal Defence Costs

The **Insurer** will indemnify the **Insured** and, if the **Insured** so requests, any **Person Employed** or director or partner of the **Insured** in respect of **Legal Costs** incurred with the written consent of the **Insurer** in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

- A. Part II of the Consumer Protection Act 1987 or
- B. Part II of the Food Safety Act 1990 arising out of the **Business**.

This extension will not apply:

- i. to fines or penalties of any kind;
- ii. to proceedings consequent upon any deliberate act or omission by:
 - a. the **Insured**;
 - b. any **Person Employed** or partner or director of the **Insured**;
- iii. where indemnity is provided by any other insurance.

Exclusions to Section 3

The **Insurer** will not indemnify the **Insured** for legal liability:

1 Defective Products, Recall or Repair

In respect of loss or **Damage** to or the costs of recall, removal, repair, alteration, reconditioning, replacement or reinstatement of or making any refund for any **Products** caused or necessitated by the defective condition or unsuitability of any **Products** or part of such **Products**.

2 Aircraft and Marine Products

arising from or in connection with **Products** which to the knowledge of the **Insured** are for use in or incorporation into:

- A. any craft designed to travel in, on or through air or space;
- or
- B. safety or navigation equipment of marine craft.

3 Pollution or Contamination

directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

General Extensions

Extensions to Sections 1, 2 and 3

The following extensions shall apply, subject always to the limits, terms, conditions and exclusions of sections 1, 2 and 3 and the policy.

1 Health and Safety at Work Legal Defence Costs

Subject to the terms of the written consent and control of the **Insurer**, the **Insurer** will indemnify the **Insured** and if the **Insured** so request, any **Person Employed** or director or partner of the **Insured**, in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Health and Safety Legislation, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**;

This extension will not apply to:

- A. fines or penalties of any kind;
- B. proceedings consequent upon any deliberate act or omission by:
 - i. the **Insured**;
 - ii. any partner or director of the **Insured**;

which could reasonably have been expected to constitute a breach of the Health & Safety Legislation having regard to the nature and circumstances of such act or omission;

- C. where indemnity is provided by any other insurance.

2 Compensation for Court Attendance

If, at the **Insurer's** request, any **Person Employed** or director or partner of the **Insured** shall attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under these sections, the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- A. any director or partner of the **Insured** £500
- B. any other **Person Employed** £250

3 Corporate Manslaughter Legal Defence Costs

The policy is extended to indemnify the **Insured** and if the **Insured** so requests any **Person Employed** or director or partner of the **Insured** in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The **Insurer** shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this extension.

The indemnity provided under this extension shall not exceed £1,000,000 in any one claim and in the aggregate for all claims during any one **Period of Insurance**.

However, the total liability of the **Insurer** under sections 1, 2 and 3 of this policy, inclusive of this extension, shall not exceed the limits of liability as stated in the **Schedule**.

This extension shall not apply:

- A. to fines or penalties of any kind;
- B. where indemnity is provided by any other insurance.

Extension to Sections 2 and 3

The following extension shall apply, subject always to the limits, terms, conditions and exclusions of Sections 2 and 3 and the policy.

Pollution or Contamination

Exclusion 3 of section 2 and exclusion 3 of section 3 do not apply to this extension. The ***Insurer*** will indemnify the ***Insured*** and any ***Additional Insured*** against legal liability for ***Damages*** and claimant's costs and expenses in respect of ***Pollution or Contamination*** within the ***Territorial Limits*** in connection with the ***Business*** provided always that:

- A. ***Pollution or Contamination*** is caused by a sudden, identifiable, unintended and unexpected ***Event*** which takes place in its entirety at a specific time and place during the ***Period of Insurance***;
- B. no indemnity shall be provided in respect of activities commenced by or on behalf of the ***Insured*** prior to inception of the ***Period of Insurance*** or any period of continuous insurance prior to inception of the ***Period of Insurance*** where each policy making up that continuous insurance is underwritten by the ***Insurer*** or by an affiliate.
- C. no indemnity shall be provided for loss of or ***Damage*** to premises presently or at anytime previously owned leased or tenanted by the ***Insured*** or otherwise in the ***Insured's*** care custody or control;
- D. no indemnity shall be provided for loss of or ***Damage*** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or tenanted by the ***Insured*** or otherwise in their care custody or control.

Injury and ***Damage*** caused by ***Pollution or Contamination*** which arises out of a sudden, identifiable, unintended and unexpected ***Event***, which takes place in its entirety at a specific time and place during the ***Period of Insurance*** shall be deemed by the ***Insurer*** for the purposes of this policy to have been caused at the time such ***Event*** takes place. The Limit of Liability of the ***Insurer*** in respect of all ***Events*** agreed by them to have happened during the ***Period of Insurance*** in respect of ***Pollution or Contamination*** shall not exceed the Limit of Liability specified in the ***Schedule*** for Public Liability, in the aggregate for sections 2 and 3 in respect of the ***Period of Insurance*** inclusive of ***Legal Costs***.

Claims Conditions

The following Claims Conditions shall apply to all sections and extensions of this policy unless stated otherwise.

1 Claims Procedures and Control

It is a condition precedent to liability that:

- A. The **Insured** must notify the **Insurer** as soon as practicable within the **Period of Insurance** or at the latest within 21 days from when the **Insured** become aware of any occurrence or circumstances which may give rise to a claim.
- B. The **Insurer** may require completion of a claim form following notification of any occurrence or circumstances which may give rise to a claim. The **Insured** shall complete and sign any claim form required by the **Insurer** as a statement of fact and return it within 14 days of receipt.
- C. The **Insured** must notify the **Insurer Immediately** of any accident or **Injury** at work which results in seven or more days' absence for any **Person Employed**.
- D. every letter, claim, writ, summons or process in connection with such occurrence or circumstances shall be forwarded to the **Insurer, Immediately** upon receipt.
- E. The **Insured** must notify the **Insurer Immediately** the **Insured** have knowledge of any prosecution, inquiry or inquest in connection with any occurrence or circumstances which may give rise to liability under this policy.
- F. no admission, offer, promise, payment, **Legal Cost** or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer**.
- G. The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim, or to prosecute any claim in the name of the **Insured** for the benefit of the **Insurer** and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall give all such information and assistance as the **Insurer** may require.
- H. The **Insured** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Injury**. No prior approval is required.
- I. If possible, provide evidence in the form photos of **Damage, Injury** and documentation including quotes, invoices or receipts.

The **Insured** will notify the **Insurer** using any of the following agreed notification processes:

By telephone on: **0344 892 3937**

By e-mail to: irwell@dwfclaims.com

By Post to:

DWF Claims Management and Adjusting
Redcliffe Quay
120 Redcliffe Street
Bristol,
BS1 6HU

Telephone or email are the preferred communication mechanisms for the notification of claims and failure to comply in full could result in the **Insurer** not providing an indemnity for any related claim.

2 Discharge of Liability

In respect of any claims against the **Insured** to which a Limit of Liability applies, the **Insurer** may at any time pay the amount of such Limit of Liability after deduction of any sums already paid and in the aggregate incurred against the Limit of Liability or any less amount for which at the absolute discretion of the **Insurer** such claims can be settled. The **Insurer** will then relinquish control of the claims and be under no further liability in respect , except the claims for **Legal Costs** for which the **Insurer** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **Legal Costs**.

General Conditions

The following General Conditions shall apply to all sections and extensions of this policy unless stated otherwise.

1 Observance of Terms and Rights of Recovery

Observance of the terms of this policy relating to anything to be done or complied with by the **Insured** is a condition precedent to the liability of the **Insurer**, except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees. The **Insured** shall repay to the **Insurer** all sums paid under section 1 of this policy which they would not have been liable to pay but for the provisions of such legislation.

2 Payment of Premium

The premium is deemed paid and accepted on receipt by the **Insurer** or the broker appointed to place this insurance with the **Insurer**.

3 Excess

The **Insurer** will not indemnify the **Insured** until the applicable **Excess** for any claim has been paid and received in full by the **Insurer**. Payment must be made by the **Insured**.

4 Reasonable Precautions

The **Insured** shall:

- A. take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this policy and to maintain the premises, plant and everything used in the **Business** in a sound condition and to act in accordance with all statutory obligations and regulations;
- B. as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

5 Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless otherwise agreed by the **Insurer**. If there is any dispute concerning the interpretation of this policy, the **Insurer** and the **Insured** agree to submit to the exclusive jurisdiction of the Courts of England and to comply with all requirements necessary to give such court jurisdiction. All matters arising in connection with this policy shall be determined in accordance with the law and practice of such court.

6 Alteration of Risk

If at any time:

- A. any change is made in the description of the **Insured** and/or the **Business**;
- B. anything shall occur materially varying the information supplied to the **Insurer** at the time this Insurance was effected

the **Insured** shall give written notice to the **Insurer** as soon as reasonably practical and in any **Event** no later than 14 days from the **Insured's** knowledge of A and or B above.

The **Insurer** reserve the right to amend the terms of this policy at the time of such notification and no indemnity shall be provided until the **Insured** have accepted the terms, which offer and acceptance must be signified by an Endorsement attaching to this policy.

Any change in the description of the **Insured** and/or the **Business** and any material variation from the information supplied to the **Insurer** at the time this Insurance was effected, not notified to the **Insurer** are not indemnified under this policy.

7 Fraud

If the **Insured** or their insurance broker or intermediary shall provide any information or make any claim knowing it to be false or fraudulent the **Insurer** will cease to deal with such claim and shall be entitled to reimbursement of any monies paid (including all costs and expenses) in respect of the identified false or fraudulent claim.

8 Adjustment of Premium

If any part of the **Premium** is based on estimates provided by the **Insured**, the **Insured** shall keep an accurate record containing all relevant information and shall at any time allow the **Insurer** to inspect such record. The **Insured** shall within 45 days after the expiry of each **Period of Insurance** furnish the relevant information, including but not limited to wage roll and turnover, as the **Insurer** may require. The **Premium** shall then be adjusted and the difference paid by or allowed to the **Insured**, subject to any Minimum Premium required within 30 days of receipt of the **Insurer's** adjusted premium calculations. The **Insurer** reserve the right to request the **Insured** to supply an auditor's certificate attesting to the accuracy of any information furnished to the **Insurer**.

9 Other Insurances

If at the time of any claim covered by this policy there is, or but for the existence of this policy, would be any other insurance covering the same legal liability, the indemnity afforded by this policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this policy not been effected and subject always to the Limit of Liability.

10 Cancellation

The **Insurer** may cancel this policy by sending 30 days' written notice to the **Insured** at their last known address and if so cancelled, the **Insured** will be entitled to a refund of a proportionate part of the **Premium** corresponding to the unexpired Period of Insurance less any claims paid or incurred at the time the policy is cancelled

11 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation of similar effect to enforce any terms of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12 Interpretation

In this policy:

- A. reference to any statute or statutory provision and orders or regulations in this policy shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- B. reference to any statutory or other body shall include the successor to that body;
- C. words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- D. if any term, condition, Exclusion or Endorsement or part of one is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- E. the headings are for reference only and shall not be considered when determining the meaning of this policy.

13 Arbitration

All disputes and differences arising under or in connection with this policy shall be referred to arbitration.

The Arbitration Panel shall consist of three arbitrators, one to be appointed by the ***Insured***, one to be appointed by the ***Insurer*** and an independent umpire to be appointed by the two party-appointed arbitrators within ten (10) days of a formal written complaint. The Arbitration Panel shall be constituted upon the appointment of the umpire.

The Arbitration Panel may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute.

The parties to such arbitration shall pay the party-arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

The seat, or legal place, of arbitration shall be in the United Kingdom.

The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of England and Wales.

General Exclusions |

The following General Exclusions shall apply to all sections and extensions of this policy unless stated otherwise.

The **Insurer** will not indemnify the **Insured** for legal liability:

1 Radioactive Contamination

directly or indirectly caused by, or contributed to by, or arising from:

- A. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- B. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

2 Hazardous Work

Arising from or in connection with:

- A. any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding five metres in height from its lowest point to its highest vertical point by any **Person Employed** when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the **Insured**;
- B. the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
- C. pile driving, tunnelling or quarrying;
- D. the use of explosives;
- E. excavations below five metres in depth;
- F. any work carried out at a height in excess of 15 metres above ground level or floor level in the case of work inside a building or structure;
- G. the handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing **Asbestos** fibre.

However, where such activities do not form any part of the **Insured's** contract this exclusion shall not apply to legal liability arising from:

- i. the accidental discovery of materials known or suspected to be **Asbestos** or to contain **Asbestos** fibre;
- ii. the investigation of any such suspect materials,

provided always that:

- a. immediately upon discovery as defined in G i. above, all work ceases until the composition of all such materials is established;
- b. any subsequent handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing **Asbestos** fibre requiring a licence is carried out by qualified licensed subcontractors on terms which indemnify the **Insured** for liability arising out of such work;

other than in respect of Employers Liability where the total amount payable by the **Insurer** under Section 1 including all extensions in respect of legal liability incurred by the **Insured** for damages, claimant's costs and expenses and **Legal Costs** arising out of any one **Event** shall not exceed £5,000,000.

Unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by **Us** in granting such cover which offer and acceptance must be signified by an endorsement attaching to this policy.

- H. the collection, handling or disposal of **Non- Hazardous Waste** unless the **Insured** can demonstrate that:
- i. it was so licensed at the time of collecting, handling or disposing of such waste; and
 - ii. all such waste is disposed of at a site licensed for the disposal of such waste.
- I. any work involving the storage, handling, removal, stripping out, demolition, transportation or disposal of **Hazardous Waste**, other than such worked stated in 2G above, unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by **Us** in granting such cover which offer and acceptance must be signified by an endorsement attaching to this policy.

3 Punitive and Exemplary Damages

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

4 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages clauses, penalty clauses or performance warranties.

5 Defamation

in respect of any form of defamation.

6 Professional Services

arising from or in connection with:

- A. advice;
 - B. design;
 - C. specification;
- provided for a fee.

7 War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

8 Excess

for the amount of the **Excess** stated in the **Schedule** for each operative section.

9 Deliberate Conscious or Intentional Disregard

arising out of the deliberate conscious or intentional disregard by the technical or administrative management of the **Insured** of the need to take all reasonable steps to prevent **Injury** death or disease and/or loss of or Damage to tangible property.

10 Inevitable or Unavoidable Consequence

which is the inevitable or unavoidable consequence of the performance of a contract.

11 Employment Practice Liability

directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of any director and/or partner of the **Insured** and/or **Person Employed**, however arising.

12 Bona Fide Sub-Contractors

Directly or indirectly arising from or in connection with duties undertaken by bona fide subcontractors working on behalf of the **Insured** unless all of the following measures are adhered to:

The **Insured** have established, maintains and records an administrative procedure for obtaining evidence that bona fide subcontractors effect Employers, Public, Products and Pollution Liability insurance and that such insurance:

- A provides an indemnity for all duties undertaken by the bona fide subcontractor;
- B contains a provision granting indemnity to any principal;
- C contains Limit(s) of Indemnity which are not less than those provided by this insurance

The **Insured** has established, maintains and records an administrative procedure for checking that the insurance of the bona fide subcontractor remains in force for the duration of the contract.

13 Toxic Mold Exclusion

of whatever nature occasioned by any **Pathogenic Organism**.

14 Cyber Liabilities Exclusion

arising from **Injury** death or disease and/or loss of or **Damage** to tangible property caused by any computer, computer system and/or software program which fails to perform its intended function as a result of:

- a. any virus malicious code and/or
- b. any interference not permitted and/or authorised by the **Insured** which shall include the corruption of or inability to access or manipulate or process electronic data and/or the disclosure of any persons' or organisations' data of a private or personal nature or any information that is not within the public domain.

15 Financial or Trade Sanctions

The **Insurer** will not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16 Terrorism

The policy does not cover legal liability for loss, **Damage**, cost or expense, caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The **Insurer** also excludes loss, **Damage**, cost or expense, caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. If the **Insurer** alleges, on reasonable grounds, that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the **Insured**. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect. (This exclusion shall not apply to Section 1 (Employers' Liability) of the policy.

Further Information |

Data Protection Act 1998 &/or Any Subsequent Legislation

We may store **Your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose **Your** personal details to third parties, if it is necessary for the performance of **Your** contract with **Us**.

In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract **You** signify **Your** consent to such information being processed by **Us** or **Our** agents.

We will keep **Your** information secure at all times. In certain circumstances, for example for systems administration purposes, **We** may have to transfer **Your** information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with **Your** insurance application, **We** will assume **You** agree **We** may transfer **Your** information to a country outside the EEA.

Should **You** wish to receive a copy of the information **We** hold on **You**, please contact:

The Data Protection Officer
Gem Underwriting Agency Ltd
5-10 Bury Street,
London,
EC3A 5AT

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet their obligations. This depends on the type of insurance, the scope of the **Business** and the circumstances of the claim. Further information about compensation scheme is available from the FSCS.

Financial Services Compensation Scheme

10th Floor, Beaufort House,
13 St Botolph Street
London EC3A 7QU

Telephone: 0800 679 1100
E-mail: enquiries@fscs.org.uk

How to Complain

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If there is any occasion where service does not meet **Your** expectations in the first instance, and **You** wish to make a complaint please contact **Us** at:

Gem Underwriting Agency Ltd

5-10 Bury Street,

London,

EC3A 5AT

Telephone: 020 7929 3400

Email: info@gemuw.com

In the first instance, **We** will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within four weeks of receipt of the complaint, with **Our** response.

If **You** are not happy with the way **We** have handled **Your** complaint, **You** may have the right to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS can be contacted at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

By email: complaint.info@financial-ombudsman.org.uk

By phone: 0800 023 4567/ 0300 123 9123

You can find information on the FOS at www.financial-ombudsman.org.uk

Please remember that **You** may have to refer **Your** complaint to the FOS within specific timelines. **We** will communicate the applicable timeline in our response to **Your** complaint.

Making a complaint will not affect **Your** legal rights.



Gem Underwriting Agency Ltd is a FCA Registered Company, Firm Number 986425. An Appointed Representative of Bannerman Rendell Limited Authorised and Regulated by the Financial Conduct Authority. Registered office: 5-10 Bury Street, London, EC3A 5AT. Registered in England & Wales No. 00609004.. This policy is underwritten by Gem Underwriting Agency Ltd on behalf of Irwell Insurance Company Limited: Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: 2 Cheetham Hill Road, Manchester, M4 4FB. Registered in England & Wales