



CONTRACTORS CHOICE

Your Policy Terms and Conditions
September 2014 Edition

redefining / standards





Introducing AXA

One of the world's largest insurers

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

Care & support – when you need it

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care and support as and when you need it.

We employ 110,000 people worldwide, and are the fifteenth largest company in the world by revenue (Fortune Global 500, 2006).

AXA provides products that help people to get the best out of life. Our products and services include: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

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Your Policy

The Company in consideration of the payment of the premium shall provide insurance against loss, destruction, damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy as shown in the Schedule subject to the exclusions, provisions and conditions of the Policy.

The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract.

Important

We recommend you read this Policy together with your Schedule to ensure that it meets with your requirements. Should you have any queries please contact us or your Insurance Adviser.

Your attention is drawn to the Complaints procedure (Making A Complaint) on Page 40.

The law applicable to this Policy

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

Important Helplines

Glass Replacement Service	0870 870 7171*	A quick and efficient repair/replacement service is available 24 hours a day 365 days a year.
Legal and Tax Advice	0870 241 8178**	Our advice line provides free confidential legal and tax advice. Please quote AXA Commercial when you call.
Emergency Helpline	0870 241 8178***	Our 24 hour emergency helpline. Please quote AXA Commercial when you call. We will provide details of reputable contractors who will be able to help. If connected to a potential claim please follow the Claims notification condition and Claims procedures condition first.

* The Glass replacement service is provided by Glassolutions, Waterlands, Meadows Road, Brookfields Park, Manvers, Rotherham, S63 5DJ.

** The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.

** Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.

** Arc Legal Assistance Ltd make no additional charge for providing these services.

*** The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK. Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.

Telephone calls may be monitored and recorded.

Definitions

Wherever the following words and phrases appear in the Policy they will always have these meanings.

1 Applicable to all sections

Company

AXA Insurance UK plc

Business

The business stated in the Schedule conducted by the Insured at or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and in respect of Sections 1 and 2 only shall include

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured
- c) the ownership maintenance and repair of such premises.

Employee

- a) any person under a contract of service or apprenticeship with the Insured
 - b) any person who is hired to or borrowed by the Insured
 - c) any person engaged in connection with a work experience or training scheme
 - d) any labour master or person supplied by him
 - e) any person engaged by labour only sub-contractors
 - f) any self-employed person working on a labour only basis under the control or supervision of the Insured
 - g) any voluntary helper
- while working for the Insured in connection with the Business.

Excess

The first amount of each and every claim for which the Insured is responsible in respect of loss of or damage to property as specified in the Schedule.

Insured

The person(s) or company named in the Schedule other than Section 1(B) where it is also deemed to include the Employer as stated in the Applicable Endorsement.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Policy

The Policy and Schedule and any endorsements attached or issued.

Proposal/Statement of Fact

The signed proposal/statement of fact and any additional information supplied to the Company by or on behalf of the Insured.

Schedule

A separate sheet enclosed with the Policy which among other things shows the Insured's name and Business.

Territorial Limits

- a) Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) member countries of the European Community other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above

- c) elsewhere in the world other than Offshore in respect of Business journeys which do not involve manual labour or the supervision thereof.

2 Applicable only to Section 1 (A) – Public Liability

Hot Work

Use at premises not owned leased or rented by the Insured of

- a) electric oxy-acetylene or similar welding or cutting equipment
- b) cutting and grinding equipment using abrasive disks or wheels
- c) thermal lance
- d) blow lamp or blow torch
- e) flame gun
- f) hot air gun or hot air stripper
- g) asphalt bitumen tar or pitch heater
- h) electric soldiering iron.

Underground Services

Underground pipes cables or services.

Escape of Water

Escape of water from any tank apparatus or pipe.

Works Executed

Works executed including goods or materials used by or on behalf of the Insured in course of the Business.

3 Applicable only to Section 1 (B) – Property Developers Contingency

Applicable Endorsement

The separate document issued subject to the terms and provisions of Section 1(B) which details the Contract, the Contract Period, the Employer, the Premium and any limits terms or excess specifically agreed which vary from the limits terms or excess stated in the Schedule.

Specified Work

Any work involving piling ground stabilisation underpinning demolition or partial demolition of any building or structure the use of explosives site dewatering or alteration of water courses.

4 Applicable only to Section 1 (A) – Public Liability and Section 2 – Employers Liability

Injury

Bodily injury death disease illness or nervous shock.

5 Applicable only to Section 3 – Contractors All Risks

The Contract

Any contract or works undertaken by the Insured in course of the Business where the estimated original contract price or original cost of works does not exceed the amount stated as the Sum Insured by item 1 in the Schedule.

Applicable only to Money Extension

Money

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps unused units in franking machines National Savings Stamps and Certificates National Insurance Stamps trading stamps gift tokens customer redemption vouchers VAT purchase receipts credit company sales vouchers credit card counterfoils travellers tickets and insofar as such are not otherwise insured holidays with pay stamps and luncheon vouchers.

6 Applicable only to Section 4 – Personal Accident

Insured Person

Any principal partner director aged 16 to 70 of the Insured.

Injury

Accidental bodily injury caused solely and directly by violent external and visible means which is the sole and direct cause of death loss of or loss of use of limbs loss of sight speech or hearing or disablement.

This definition includes

- a) exposure to the elements
- b) accidental drowning gassing or poisoning
- c) injury sustained whilst lawfully arresting detaining or attempting or assisting to arrest or detain a criminal or suspected criminal.

Permanent Total Disablement

Disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 2 years and preventing the Insured Person from attending to any occupation or paid work.

7 Applicable only to Section 5 – Goods In Transit

Enclosed Premises

A locked building or compound bounded on each side by a substantial wall fence or similar structure and having a locked gate.

Property

Goods and tools belonging to the Insured or for which the Insured is responsible relating to the Business shown in the Schedule except for any goods specifically excluded by this Section.

Vehicle

Motor vehicle articulated vehicle trailer semi-trailer.

Section 1 (A) – Public Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) injury to any person
- b) loss of or damage to material property
- c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

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

Limit of Indemnity

The liability of the Company for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule.

Costs

The Company will in addition

- 1 pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section
- 2 pay solicitors fees incurred with its written consent for
 - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
 - b) representation at a Coroner's Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Section.

- 3 indemnify the Insured and at the request of the Insured and director or Employee in respect of legal costs and expenses incurred with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man providing that
 - a) the proceedings relate to the health safety or welfare of persons other than Employees
 - b) the Company will not indemnify the Insured in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy.
- 4 indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 provided that
 - a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the period of insurance
 - b) the Company will not indemnify the Insured in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy.

Additional Persons Insured

- a) in the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) at the request of the Insured the Company will indemnify in the terms of this Section
 - i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
 - ii) any director of the Insured or Employee in respect of liability arising in connection with the Businessprovided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured
 - iii) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - iv) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- a) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
- b) the Company shall retain the sole conduct and control of all claims
- c) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

Cross Liabilities

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damage shall not exceed the Limit of Indemnity.

CDM Regulations

The indemnity provided by this Section includes –

Contracts where the Insureds duties extend to include being appointed as Planning Supervisor within the terms of The Construction (Design and Management) Regulations 1994 provided that the Insured is also appointed as Principal Contractor.

The indemnity provided in respect of the above shall not be applicable to any legal liability arising from through or in connection with the

Works Executed Extension

Financial Loss Extension

where specified as being operative within the Policy Schedule.

Compensation for Court Attendance

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

- a) any director or partner of the Insured
£100
- b) any Employee
£50.

Contingent Motor Liability

Notwithstanding Exclusion 5 of Section 1(A) the Company will indemnify the Insured in the terms of this Section against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured.

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to any such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss of or damage arising whilst such vehicle is being
 - i) driven by the Insured
 - ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
 - iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) in respect of which the Insured is entitled to indemnity under any other insurance.

Data Protection Act

The Company will indemnify the Insured in respect of liability arising under the Data Protection Act 1998 or any subsequent legislation amending revising or replacing such act.

Provided that

- a) the process of registration under the above Act has been commenced or completed by the Insured and the application has not been refused or withdrawn
- b) no liability arises as result of the provision by the Insured of the services of a computer bureau.

The Company shall not be liable in respect of

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

The total liability of the Company including all costs and expenses in this respect shall not exceed £100,000 during any one period of insurance.

Defective Premises Act

Legal liability in respect of injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by the Insured is included within the terms of the indemnity provided in this Section but indemnity will not apply if the Insured is entitled to indemnity under any other insurance.

Overseas Personal Liability

The Company will indemnify the Insured and if the Insured so request any director or partner of the Insured any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business.

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance.

Rented Premises

Exclusion 2(b) of Section 1 shall not apply to premises leased let rented hired or lent to the Insured provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured.

Hot Work Conditions

It is a condition precedent to liability under this Section that in respect of Hot Work the undernoted precautions will be complied with on each occasion

Blow lamps blow torches flame guns and hot air guns

- a) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- b) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- c) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- d) lighted blow lamps blow torches and flame guns not to be left unattended
- e) hot air guns, hot air strippers to be switched off when unattended
- f) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

Asphalt bitumen tar or pitch heater

- a) the heating vessel is to be kept in the open and not left unattended whilst in use

- b) the heating vessel shall be suitable for the purpose which it is intended and be maintained or used strictly in accordance with the manufacturers instructions.

Electric Soldering Irons

- a) electric soldering irons to be switched off when not in use.

Electric oxy-acetylene or other welding or cutting equipment and angle grinders

- a) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- b) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- c) the Insured shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished
- d) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- e) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- f) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph (a) above. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

Pollution and Contamination Condition

This Section excludes all liability in respect of 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 shall be deemed to have occurred at the time such incident takes place.

The liability of the Company for all compensation payable in respect of all claims arising out of Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the amount shown in the Schedule as the Limit of Indemnity.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean

a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere

and

b) all loss or damage or Injury directly or indirectly caused by such pollution or contamination.

Section 1 (B) – Property Developers Contingency

Provided that the Insured shall comply with all the terms and conditions herein the Company will indemnify the Insured in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of injury or damage to any property caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the permanent or temporary works executed or to be executed in the performance of such contract or agreement hereinafter termed 'Works' but only in respect of the Contract specified in the Applicable Endorsement(s) within Territorial Limits (a) during the period of insurance.

Provided that

- 1 the liability of the Company for all claims payable shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate of all claims arising under this Section in respect of any one contract
- 2 the indemnity shall not apply to the Excess as stated in the Schedule in the aggregate of all claims arising in respect of any one contract.

The indemnity shall not apply in respect of

- a) injury or loss of or damage to the Works (other than those parts which are the subject of a Certificate of Practical Completion) or any plant tools equipment temporary buildings or any other property for use in connection therewith
- b) any expense liability loss claim or proceedings arising by reason of injury or damage
 - i) caused by the negligence breach of statutory duty or omission or default of the contractor or any person employed or engaged upon or in connection with the Works or their servants or agents or of any person who may properly be on the site of the Works and for whom

the contractor is responsible under contract terms

- ii) attributable to errors or omissions in the designing of the Works
 - iii) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or in the manner of its execution
 - iv) to property which it is the responsibility of the Employer to insure under contract terms
- c) liability assumed by the Employer under agreement and which liability would not have attached in the absence of such agreement
 - d) damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Provided that the Insured shall

- 1 notify the Company of any contract or agreement to which the indemnity provided by this Section applies at least 7 days before the commencement of the contract and provide all information and plans required by the Company
- 2 agree to pay the premium calculated at the agreed rates in respect of the Limit of Indemnity stated in the Schedule
- 3 agree such terms as the Company may require in circumstances where the contract involves Specified Work
- 4 not alter amend or change in any material way the method of work procedures plans or any other relevant factors directly concerned with information supplied to the Company with regard to a contract without prior written approval of the Company.

Section 2 – Employers Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by the Insured in the course of the Business.

Limit of Indemnity

The liability of the Company under this section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule.

Costs and expenses shall be deemed to mean

- a) costs and expenses of claimants for which the Insured is legally liable
- b) other costs and expenses incurred with the Company's written consent in respect of any claim which may be the subject of indemnity under this Section
- c) solicitors fees incurred with the Company's written consent for
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- d) legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged

offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- i) the proceedings relate to the health safety or welfare of Employees
- ii) the Company will not indemnify the Insured in respect of
 - a) fines or penalties
 - b) costs and expenses insured by any other policy.

Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
- b) At the request of the Insured the Company will indemnify in the terms of this Section
 - i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
 - ii) any director of the Insured or Employee in respect of liability arising in connection with the Business provided that the Insured would have

been entitled to indemnity under this Section if the claim had been made against the Insured

- iii) any officer committee or member of the Insureds canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- iv) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- a) each person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
- b) the Company shall retain the sole conduct and control of all claims
- c) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

Compensation for Court Attendance

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

- a) any director or partner of the Insured
£100
- b) any Employee
£50.

Unsatisfied Court Judgements

In the event of injury to an Employee sustained during the period of insurance and arising out of his employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgement for damages is obtained
 - i) in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in (a) (i) above
- b) there is no appeal outstanding
- c) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgement to the Company.

Section 3 – Contractors All Risks

Indemnity

The Company will indemnify the Insured by payment or at its option by reinstatement or repair in respect of loss or damage to the Property Insured in connection with the Business.

The property Insured

Item 1 Contract Works

The permanent or temporary works executed in performance of The Contract and materials for use in connection therewith whilst on the site of The Contract or in transit by road rail or inland waterway within the Territorial Limits to the extent that the Insured is responsible under The Contract.

Item 2 Own Plant

Constructional plant tools equipment site huts or caravans including the contents thereof the property of the Insured for use in connection with The Contract whilst on the site of The Contract or in transit by road rail or inland waterway or elsewhere within the Territorial Limits.

Item 3 Hired-in Plant

Constructional plant tools equipment site huts or caravans hired-in by the Insured for use in connection with The Contract whilst on the site of The Contract or in transit by road rail or inland waterway or elsewhere within the Territorial Limits.

Item 4 Employees Tools

Employees tools and other personal effects (not being motor vehicles precious metals precious stones or articles made therefrom or money) for an amount not exceeding £500 any one Employee after the application of the Excess whilst on the site of The Contract and whilst in transit by road rail or inland waterway within the Territorial Limits.

Work Overseas

In respect of Contracts outside Great Britain,

Northern Ireland and the Channel Islands and the Isle of Man

- a) cover by this Section is limited to Contracts or Works where the estimated original contract price or original cost of Works does not exceed £50,000
- b) the maximum liability of the Company under the Property Insured shall not exceed £50,000.

Debris Removal/Professional Costs

The Company will also reimburse costs and expenses necessarily incurred by the Insured with the consent of the Company for

- 1
 - a) removing debris
 - b) dismantling and/or demolishing
 - c) shoring up propping and fencing off
 - d) clearing and/or repairing drains and service mains on site
- 2 architects surveyors and consultants fees in connection with the reinstatement of the Property Insured by Item 1 consequent upon its destruction or damage but not for preparing any claim.

Maximum amount payable

The liability of the Company shall not exceed in respect of each Item the amount stated in the Schedule as the sum Insured provided that in respect of Item 1 the maximum amount payable may be increased in accordance with the provisions of the Escalator Clause.

Sub-Contractors

In respect of any Contract awarded under the JCT Standard Form of Building Contract incorporating the 1986 Amendment to Insurance and Related Liability provisions (or equivalent thereof) and insured under this Section the following alterations to this Section shall apply but only in respect of the Property Insured in Item 1 of the Schedule.

In respect of loss or damage to the Property Insured in Item 1 by any of the Specified

Perils defined in the Contract it is agreed that so far as is required by the said Contract the Company will not pursue any rights of subrogation against sub-contractors provided that the sub-contractor shall as if he were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy.

Indemnity to Principals

The Section extends to include the interest of the Insureds employer/principal solely to the extent required by the conditions of the Contract in force between the Insured and his employer/principal provided always that such employer/principal shall as if he were Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy.

Automatic Reinstatement

In consideration of the sums insured not being reduced by the amount of any loss or damage the Insured shall pay an additional premium at a rate to be agreed on the amount of each claim from the date loss or damage occurs to the date of the expiry of the period of insurance such additional premium to be disregarded for the purpose of adjustment of premium in accordance with Policy Condition 12.

Immobilised Plant

The Section extends to include the cost of recovery or withdrawal of unintentionally immobilised constructional plant or equipment whilst being used in connection with The Contract provided that such recovery or withdrawal is not necessitated by reason of electrical or mechanical breakdown or derangement.

European Community and Public Authorities (Including Undamaged Property)

Subject to the following special conditions the insurance by Item 1 of this Section extends to include such additional cost of reinstatement as may be incurred solely by

reason of the necessity to comply with the stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the stipulations') in respect of
 - the lost destroyed or damaged property thereby insured
 - undamaged portions thereofexcluding
 - a) the cost incurred in complying with the stipulations:-
 - i) in respect of loss or damage occurring prior to the granting of this Extension
 - ii) in respect of loss or damage not insured by this Section
 - iii) under which notice has been served upon the Insured prior to the happening of the loss or damage
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any peril hereby insured against
 - b) the additional costs that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the stipulations not arisen
 - c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the loss or damage or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- 2 If the liability of the Company under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of this Section in respect of this Extension shall not exceed
 - a) in respect of the lost destroyed or damaged property
 - i) 15% of its sum insured
 - ii) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which the Company would have been liable had the property insured at the premises where the loss or damage has occurred been wholly destroyed
 - b) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Company would have been liable had the property insured by the item at the premises where the loss or damage has occurred been wholly destroyed.
- 4 The total amount recoverable under any item of this Section shall not exceed its sum insured.

Speculative Building

It is agreed that

- a) the property described in Item 1 of this Section includes such property being built or erected by the Insured other than under Contract
- b) in respect of property being built or erected other than under Contract the insurance by this Section shall cease to apply from
 - i) the date such property is sold or let or
 - ii) a) six months after the date of completion of building or erecting any private dwelling not exceeding 4 storeys
 - b) three months for any other property

whichever is the earlier

provided that the maximum payable in respect of such property shall not exceed £500,000
- c) if from any cause work on The Contract shall cease for a period in excess of 3 consecutive months then this Section shall be avoided unless its continuance be agreed in writing by the Company.

Off Site Storage

The Section extends to apply to materials allocated to the Contract whilst temporarily stored anywhere within the Territorial Limits provided the Insured is responsible therefore under The Contract.

Escalator Clause

In any event of an increase in the value of any Contract the Sum Insured by Item 1 is automatically increased for such Contract provided that the amount of the said increase shall not exceed 20% of the said Sum Insured.

Hired-in Plant

Notwithstanding Exclusion 1d) or 7 of this Section the Company will indemnify the Insured against legal liability in the terms of the Hiring Agreement or otherwise to pay to the owners of any such plant hired-in hire charges incurred as a consequence of and solely due to

- a) physical loss or damage to the said plant or
- b) breakdown of the said plant due to the negligence misdirection or misuse of the Insured or his servants.

Provided that

- a) such hire charges shall be calculated at the appropriate idle time rate for the period during which the plant is necessarily idle due to such loss or damage or breakdown not exceeding 90 days from the time thereof and excluding the first 48 hours
- b) this extension does not apply to the result of any wilful act or wilful neglect of the Insured
- c) the liability of the Company shall not exceed £25,000 in respect of any one hire agreement.

Re-drawing Plans/Documents

The Company will reimburse costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other contract documents following loss or damage thereto up to a maximum amount any one claim of £25,000.

Free Materials

The Property Insured by Item 1 of the Schedule shall include any materials supplied by or provided to the Insured for inclusion in The Contract for which the Insured is responsible the value of which will not be included in the final valuation of The Contract. Provided that the total value of all such materials shall be included in the declaration made to the Company under Policy Condition 13.

Expediting Costs

The Section includes payment of extra charges for overtime nightwork work on public holidays express freight and the like necessarily incurred by the Insured following reinstatement or replacement of any damaged property forming the basis of a claim under this Section.

The liability under this extension shall not in any case exceed fifty per cent of the amount which the repair or replacement would have cost if these expenses had not been incurred.

Showhouses and Contents

The Section includes showhouse properties and showhouse contents until sold (including whilst in transit by road rail or inland waterway and in temporary storage all within the Territorial Limits) provided that the maximum value of any one showhouse shall not exceed £500,000 and contents shall not exceed £50,000.

Single Occurrence Clause

The Section includes the provisions that if during any one period of 72 consecutive hours there shall be a series of incidents arising out of any one of the undernoted Perils which gives rise to a claim under this Section then the said series of incidents shall be deemed to constitute one occurrence with regard to either sums insured or Excess provided for in the Schedule.

The perils are flood storm tempest water damage subsidence collapse or earthquake.

Stock in Trade/Office Contents

The Section includes stock in trade and office contents other than described in Items 1 and 2 belonging to the insured whilst at the insureds own premises within the Territorial Limits but

- a) the liability of the Company shall not exceed £10,000 any one loss

- b) within the amount referred to in (a) above the cover in respect of electronic office equipment pertaining to the Business is restricted to a maximum amount payable of £5,000
- c) the Company shall not be liable under this extension for loss resulting from theft or any attempt thereat not involving entry to or exit from the Insureds own premises by forcible and violent means.

Money Extension

Only applicable if shown as operative in the Schedule

Loss of Money

Notwithstanding exclusion 1(c) of this Section the Company will indemnify the Insured in respect of loss from any cause of Money held in connection with the Business

- a) while within the Territorial Limits or in a bank safe up to a maximum amount of £5,000 for any one loss
- b) while at the residence of any principal or authorised Employee of the Insured up to a maximum amount of £500 for any one loss
- c) from the Premises up to a maximum amount of £5,000 for any one loss

provided always that when the Premises are closed to business

- i) liability for Money not contained in a locked safe is limited to £500
- ii) liability for Money in a locked safe is limited to £1,000
- iii) keys and/or combination codes to safes are not left in the Premises unless the Premises are still attended by the Insured or any authorised Employee in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe.

It is a condition precedent to liability that whenever Money in transit exceeds £2,500 at any one time

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than £2,500 will be carried by any one person.

Notwithstanding the limits referred to above the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates credit company sales vouchers or receipts National Insurance Stamps affixed to cards and VAT purchase receipts shall be unlimited in amount.

Excluding

- a) loss arising from fraud or dishonesty of the Insureds Employees unless such loss be discovered within fourteen clear working days of the occurrence
- b) loss due to clerical or account errors
- c) loss from unattended motor vehicles
- d) loss insured by any Fidelity Guarantee or Theft Policy except for the excess of any amount recoverable (or which would not but for the existence of this extension be recoverable) thereunder.

Personal Accident – Assault

If the Insured or any Employee of the Insured within the age limits of 16 to 70 years shall suffer bodily injury caused solely or directly as a result of robbery or any attempt thereat in the course of the Business the Company will pay compensation on the basis of the following Table of Compensation.

Table of Compensation		
1 Death	Occurring within 2 years of sustaining the bodily injury	£5,000
2 Total loss or permanent and total loss of use of one or more limbs		£5,000
3 Total and irrecoverable loss of all sight in one or both eyes		£5,000
4 For any period up to a maximum of 2 years of total disablement from engaging in usual occupation		£50 per week (payable monthly)

provided that

- a) compensation will not be payable under more than one of the above items for the same injury
- b) no further liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth

- c) compensation will not be payable under more than one Section of this Policy in respect of the same injury.

The insurance is extended to pay for damage to cash carrying devices or clothing and personal effects belonging to the Insured or any Employee of the Insured up to a limit of £500 in respect of any one person.

Section 4 – Personal Accident

Indemnity

The Company agrees to pay compensation to the Insured Person on the basis of and in accordance with the terms of this Section and the Table of Compensation sustained during the period of insurance provided that such Insured Person shall be engaged in the Business.

Table of Compensation		
1	Death occurring within 2 years of the event giving rise to Injury	£10,000
2	Total Loss or permanent total loss of use of one or more limbs	£5,000
3	Total and irrecoverable loss of a) all sight in one or both eyes b) speech or c) hearing	£5,000
4	Permanent Total Disablement (other than specified in 2-3 above)	£5,000

provided that

- a) compensation will not be payable under more than one of the above items for the same injury
- b) compensation will not be payable under more than one Section of this Policy in respect of the same Injury.

Hi-Jack/Kidnap/Unlawful Detention

If an Insured Person shall be the subject of a hi-jack or any attempt thereat kidnap unlawful detention and shall be under control of the person(s) making such hi-jack kidnap or unlawful detention anywhere in the World we shall pay an amount of £50 for each day or part thereof that the Insured Person is so detained up to a maximum period of 30 days in respect of any one claim.

Section 5 – Goods in Transit

Indemnity

The Company agrees to indemnify the Insured against loss of or damage to Property in transit within the Territorial Limits whilst being carried by Vehicles operated by the Insured.

Cover commences when the Property is lifted by the Insured or his Employees immediately prior to loading and continues until the Property is placed in position (excluding erection dismantling or installation) by the Insured or his Employees at destination including loading and unloading.

The maximum the Company will pay under this Section shall be the limits shown below.

Limits

Vehicles operated by the Insured £5,000 per Vehicle.

The maximum the Company will pay for any occurrence or series of occurrences attributable to one original cause is £10,000.

Expenses

The Company will pay expenses reasonably incurred for which the Insured is responsible in

- a) the removal of debris and site clearance of Property damaged whilst in transit from the immediate area of the site where the damage occurred
- b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection
- c) reloading onto the Vehicle any Property which has fallen from the Vehicle
- d) resecuring the Property where there is dangerous movement of the load in transit.

Personal Effects

In the event of the payment of a claim under this Section for Property the Company will pay up to £100 for loss of or damage to drivers personal effects (excluding wear and tear) whilst they are in Vehicles operated by the Insured but the Company will not pay for audio/visual/telecommunications equipment or clothing watches and jewellery whilst being worn.

Reinstatement of Sum Insured

The Company will automatically reinstate the Limits shown in this Section from the date of any loss unless written notice to the contrary is given by the Company.

The Insured may be required to pay extra premium and if the loss has resulted from theft the Company may require the Insured to fit additional protective devices to the Vehicle.

Ropes and Sheets

The Company will pay for loss or damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials which belong to the Insured or for which the Insured is responsible whilst carried on any vehicle operated by the Insured.

Limitations and Requirements

- a) If the Insureds Vehicles are left unattended all doors and the boot must be securely locked and windows and other openings securely closed.
- b) This Section does not cover theft or attempted theft from any unattended Vehicle between 9pm and 6am unless it is secured at all points of access and is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance.

It will be up to the Insured to prove that any theft or attempted theft occurred before 9pm or after 6am.

Basis of Claims Settlement

This will normally be a payment in money but the Company has the option to repair replace or reinstate Property lost or damaged.

In the event of loss or damage to any part of a machine which when complete for sale or use consists of several parts the Company will only pay for the value of the part actually lost or damaged including any replacement charges.

Section 6 – Professional Indemnity

Indemnity

The Company hereby agrees to indemnify the Insured for any sum or sums which the Insured may become legally liable to pay arising from any claim or claims first made against them during the period of insurance stated in the Schedule as a direct result of negligence on the part of the Insured in the conduct and execution of the Professional Activities and Duties as defined within the Territorial Limits in connection with the Business.

It is understood and agreed that the liability of the Company for all damages and claimants costs and expenses incurred with the Company's written consent in the investigation defence and/or settlement of any claim shall not exceed in the aggregate during any one period of insurance the amount stated as the Limit of Indemnity in the Schedule.

Excess

Provided always that the Company shall be liable only in respect of each and every claim hereunder for the part of the claim which for the purpose of this clause shall be deemed to include all costs and expenses incurred by the Company in investigating and defending the claim which exceeds that amount stated as 'Excess' in the Schedule. It being understood and agreed that if any expenditure is incurred by the Company which by virtue of this clause is the responsibility of the Insured then such amount shall be reimbursed to the Company by the Insured forthwith on demand.

Retroactive Cover

Where a retroactive date is specified in the Schedule this insurance will not apply to claims first made against the Insured by reason of negligence committed or alleged to have been committed prior to the said retroactive date.

Professional Activities and Duties

The Professional Activities and Duties in respect of which cover is granted by this Section shall mean the performance by the Insured of any professional design or specification supervision or construction undertaken only by or under the direction and direct control of the person(s) or position(s) stated in the Schedule.

For the avoidance of doubt Professional Activities and Duties do not include supervision by the Insured of its own or its subcontractors work where such supervision is undertaken in its capacity as building or engineering contractor.

Professional Sub-Contractors

The Company will indemnify the Insured in respect of liability arising out of any act of negligence by specialist designers consultants or sub-contractors of the Insured and engaged in the performance of the Professional Activities and Duties defined herein provided that the rights of recourse against such specialist designers consultants or sub-contractors are not waived or otherwise impaired.

Policy Special Clauses

Only applicable if the Section is shown as operative in the Schedule.

1 Temporary Cover

The first premium had been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending this Policy being issued.

2 Long Term Undertaking

The discount shown in the Schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the sum insured may be reduced at any time to correspond with any reduction in value.

The above-mentioned undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted policy (or policies) issued by the Company.

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause.

Policy Exclusions

Applicable to all sections except Section 2 – Employers Liability

The insurance by these Sections does not cover.

1 War etc

Loss or destruction or damage or legal liability caused by or arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

2 Radioactive Contamination

Loss or destruction or damage or legal liability directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3 Excess

The excess.

Applicable to all sections except Sections 1 (b) – Property Developers Contingency – 2 – Employers Liability and 4 – Personal Accident

4 Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) to correctly recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but in respect of Section 3 (Contractors All Risks) this shall not exclude subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section.

Applicable only to Section 1(A) – Public Liability

The indemnity will not apply to legal liability

1 Injury to Employees

In respect of injury to any Employee.

2 Property Under Insured's Control

In respect of loss of or damage to

- a) property belonging to the Insured
- b) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured
- c) property comprising the permanent or temporary works undertaken by the Insured in the course of any contract or agreement and which are under the

control of the Insured or for which the Insured is responsible.

3 Rectification Costs

- a) in respect of the cost or value of any Works Executed or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Works Executed
- b) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in the value thereof.

4 Aviation and Craft

Arising out of

- a) work in or on aircraft
- b) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) the ownership possession or use by or on behalf of the Insured of any
 - i) aircraft
 - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

5 Vehicles

Arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy.

6 Liability Under Agreement

Assumed by the Insured under agreement unless the conduct and control of claims is vested in the Company but indemnity shall not in any event apply to

- a) liquidated damages fines or penalties

- b) an agreement to arrange insurance under the terms of clause 21.2.1 of the JCT Conditions of Contract or any other Contract condition requiring insurance of a like kind
- c) liability which attaches solely by reason of an agreement relating to the performance of work outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Applicable only to Section 2 – Employers Liability

1 Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Vehicles

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.

**Applicable only to Section 3 –
Contractors All Risks**

This Section does not cover.

1 Excluded Property

Loss or damage to

- a) any mechanically propelled vehicle intended for conveyance of persons materials or plant and for which insurance or security under the Road Traffic Acts is necessary but this exclusion shall not apply to any vehicle primarily intended for use at Contract sites nor any vehicle used solely at Contract sites and which is not licensed for road use
- b) i) any aircraft
 - ii) any watercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon)
- c) deeds bonds bills of exchange promissory notes money stamps securities or documents of title
- d) any vehicle or item of plant or machinery caused by its own breakdown or its own explosion
- e) any existing property including any existing property being altered or repaired.

2 Defective Workmanship/Design

The cost necessary to replace repair or rectify

- a) property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- b) property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other Property Insured which is free of

the defective condition but is damaged in consequence thereof.

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

3 Wear and Tear

- a) loss or damage due to wear and tear or gradual deterioration rust wet or rot contamination vermin and insects
- b) the cost of normal upkeep or normal making good.

4 Completed Works

Loss of or damage to the permanent works or any part thereof in respect of which a certificate of completion has been issued or which has been completed and handed over to the employer/principal unless such loss destruction or damage be occasioned

- i) during the period of maintenance or defects liability period and arises from a cause occurring prior to the commencement of such period
- ii) is in respect of materials or other Insured Property on site for the purpose of carrying out remedial works during the Maintenance or Defects Liability Period specified in the Contract and for which the Insured are responsible under the terms of the Contract during the said Maintenance or Defects Liability Period
- iii) within 14 days of the time of issue of such certificate of completion and which the Insured is required by the terms of The Contract to insure.

5 Occupancy/Responsibility of Others

Loss or damage

- a) due to the use or occupancy of any portion of the permanent works by any owner tenant or occupier
- b) for which the Insured is relieved of responsibility by conditions of Contract.

6 Theft

Theft or attempted theft from any unattended vehicle unless

- a) all doors windows boot and other points of access have been closed and securely locked
- b) between the hours of 9pm and 6am such vehicle is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance. It will be up to the Insured to prove that any theft or attempted theft occurred before 9pm or after 6am.

7 Consequential Loss

- a) liquidated damages or penalties for delay or non-completion
- b) consequential loss of any kind or description.

8 Shortages

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

9 Pressure Waves

Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

10 Terrorism

Loss damage cost or expense of whatsoever nature directly or indirectly 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.

Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof 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 put the public or any section of the public in fear.

11 Northern Ireland

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i) civil commotion
- ii) TERRORISM as defined in the Terrorism Exclusion.

12 Electronic Risks

Loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss destruction or damage is caused by programming or operator error Virus or Similar Mechanism Hacking including where this results from the actions of malicious persons or thieves.

For the purpose of this Section Exclusion the following Definitions apply

- i) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

- ii) Hacking shall mean unauthorised access to any computer or component or system or item which processes stores transmits or retrieves data.

Applicable only to Section 4 – Personal Accident

This Section does not cover.

1 Injury resulting from

- a) **Aircraft etc**
taking part in aeronautics or aviation other than as a fare paying passenger of a property licensed passenger aircraft.
- b) **Hazardous Pursuits**
engaging in racing on wheels or on horseback or practice thereof rugby football motorcycling or pillion riding or underwater activities involving the use of breathing apparatus.
- c) **Mountaineering**
mountaineering rock climbing or potholing.
- d) **Sport**
any sport undertaken on a professional or semi-professional basis.
- e) **Insanity**
or contributed to or accelerated by insanity.
- f) **Armed Forces**
any operational duties as a member of the Armed Forces.
- g) **Pregnancy**
pregnancy or childbirth whether directly or indirectly.

2 Self Inflicted Injury etc

Self inflicted (other than in an attempt to save life) or venereal infection.

3 Drugs etc

Injury sustained whilst under the influence of or disablement due wholly or partly to the effects of alcoholism or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction.

4 Aids

Any claim arising directly or indirectly from Injury attributable to HIV (Human Immune Deficiency Virus and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivative(s) or variation(s) thereof however caused.

Applicable only to Section 5 – Goods in Transit

This Section does not cover

1 Loss or damage to Property directly or indirectly caused by or arising from

a) Pressure Waves

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

b) Delay

delay.

2 Money etc

Loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange promissory notes) stamps watches precious stones jewellery bullion nuclear waste or loss of or injury to living creatures.

3 Consequential Loss

Any indirect or consequential loss.

4 Natural Deterioration

Natural deterioration.

Applicable only to Section 6 – Professional Indemnity

The Company shall not be liable for any claim in respect of.

1 Injury to Employees

Bodily injury disease sickness or death of any person arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship with the Insured.

2 Financial Matters

Any negligence on the part of the Insured in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters.

3 Illegal Acts

Any claim made against the Insured as a result of any dishonest malicious criminal or deliberate illegal acts of the Insured.

4 Ownership of Properties

The ownership use occupation or leasing of property mobile and/or immobile by to or on behalf of the Insured.

5 Estimate of Construction

Any negligence on the part of the Insured in connection with the estimate of construction except where such estimates are compiled by professional qualified Quantity Surveyors.

6 Libel and Slander etc

Libel slander or passing off or infringement of patent copyright design trademark or trade name.

7 Insolvency

The insolvency of the Insured.

8 Documents

The cost of replacing documents which have been lost mislaid or destroyed.

9 Other Insurances

Circumstances where the Insured are entitled to indemnity under any other policy.

10 Express Warranty or Guarantee

The giving by the Insured of any express warranty or guarantee which increases the Insureds liability but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee.

11 Jurisdiction

Any claim in respect of any actions for damages brought outside the Territorial Limits (a).

Policy Conditions

1 Alteration

The Insured shall give immediate notice to the Company of any alteration in risk which materially affects this insurance.

This Policy shall be avoided with respect to any item thereof in regard to which there is any alteration after the commencement of this insurance

- a) by removal or
- b) whereby the risk of loss or damage is increased or
- c) whereby the Insureds interest ceases except by will or operation of law

unless such alteration be admitted by the Company in writing.

2 Arbitration

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

3 Cancellation

Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to your last known address.

Thereupon you shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which we have made a payment

- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to us

during the current period of insurance.

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on your Policy Schedule. **This right does not apply at the first or any subsequent renewal of the Policy.**

Provided that there have been:

- no claims made under the Policy for which we have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to us

during this 14 day period, we will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

4 Changes in Circumstances

The Insured shall give notice to the Company before each renewal period of any disease physical defect or infirmity by which the Insured Person under Section 4 has been affected during the previous period of insurance. The Insured must notify the Company as soon as possible in writing of any change which may materially affect the insurance by this Section.

5 Claims Control

- a) the Insured shall give the Company all such proofs and information with respect to the claim as may reasonably be required
- b) no admission offer promise payment or indemnity shall be made or given by the Insured or on the Insureds behalf without the Company's written consent
- c) the Company shall be entitled to take over and conduct in the Insureds name the defence or settlement of any claim or to prosecute in the Insureds name at the Company's own expense and for the Company's own benefit any claim for indemnity or damages or otherwise
- d) the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- e) the Insured agrees to keep accurate books and records of all figures provided and permit the Company or anyone appointed by the Company to inspect the Insureds books and records at any time insofar as they relate to this insurance
- f) the Insured Person under Section 4 shall as often as required submit to medical examination on behalf of the Company and at the Company's expense in respect of any alleged injury.

6 Fraud

If you or anyone acting for you:

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

We will:

- a) refuse to pay the claim;
- b) declare the Policy void, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

7 Instalments

If the premium on this Policy is payable by the Company's Budget Plan and you do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice.

If the premium on this Policy is payable by the Company's Budget Plan and during the current period of insurance:

- a claim has been made under the Policy for which we have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to us

the annual premium remains due in full. In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount.

Where a one off payment is not made to settle the outstanding amount you must continue with the instalment payments. Alternatively we may deduct any outstanding instalments from any claim payment that may be due to you or payable on your behalf.

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation.

8 Misrepresentation and Misdescription

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

9 Notification of Claims

In the event of any occurrence and/or claim made and/or receipt of notice of any claim made which may give rise to a claim under this Policy the Insured shall

- a) notify the Company immediately in writing
- b) in the case of theft or wilful damage immediately notify the police and shall take all reasonable steps for the discovery and punishment of any guilty person and to trace and recover the property lost
- c) within 30 days after such destruction or damage to property insured or such further time as may allow delivery to the Company at the Insureds own expense full information in writing of the property destroyed or damaged and the amount of loss or damage together with details of any other insurances on any property hereby insured

- d) immediately forward to the Company upon receipt any letter claim writ summons or process
- e) immediately notify the Company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry
- f) and additionally in respect of Section 6
 - i) notify the Company of any occurrence or circumstances of which they become aware during the period of insurance which may give rise to claim against them and shall provide the Company with such particulars and information as the Company may require and shall forward to the Company immediately on receipt every letter writ summons and process and shall advise the Company in writing immediately the Insured has knowledge of any impending prosecution in connection with the said claim occurrence or circumstance

Any such occurrence or circumstance notified to the Company during the period of insurance which subsequently gives rise to a claim shall be deemed to have been made during the subsistence of the period of insurance

- ii) not be required to dispute any claim unless a Queen's Counsel or lawyer of comparable standing in the territory concerned (to be mutually agreed upon by the Company and the Insured) advise that the same could be contested with a reasonable prospect of success by the Insured and the Insured consents to such a claim being contested such consent not to be unreasonably withheld

In the event of any dispute arising between the Insured and the Company as to what constitutes an unreasonable refusal to contest a claim at Law the president for the time being of the Professional Body of which the Insured is a member shall nominate a referee to

decide this point (only) and the decision of such referee shall be binding on both parties and the cost of such referee and advice shall be borne equally between the Insured and the Company.

10 Observance of Terms

It is condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed.

11 Other Insurances

The Company will not indemnify the Insured in respect of loss damage or liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

12 Premium Adjustment

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each period of insurance furnish such particulars and information as the Company may require and shall at the request of the Company provide an auditors certificate in support thereof. The premium for such period shall then be adjusted subject to the Company retaining 75% of the premium paid for the period of insurance which corresponds to the period which is being adjusted. Should the Insured fail to supply such particulars the Company shall be entitled to charge a reasonable additional premium in respect of that period of insurance.

13 Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Policy

- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defects or danger which becomes apparent or take such additional precautions as the circumstances may require
- d) take reasonable care in selecting Employees.

14 Reinstatement

If the Company elect or become bound to reinstate or replace any Property Insured the Insured shall at the Insured's own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

15 Right of Entry and Salvage

- a) the Company may enter any premises where loss destruction or damage to the Property Insured has occurred and take possession of or require to be delivered to the Company any property in any reasonable manner
- b) no property may be abandoned to the Company.

16 Discharge of Liability

(Applicable only to Section 1 (a) – Public Liability and Section 6 – Professional Indemnity)

The Company may pay the Limit of Indemnity or any lesser amount for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

17 Housing Grants Construction Regeneration Act 1996

It is a condition precedent to liability under this Policy that in respect of any event and/or occurrence which may be the subject of indemnity the Insured shall give immediate notice directly to the Company of

- i) receipt of a 'notice of intent'
- ii) becoming aware that a dispute is likely to be referred to adjudication
- iii) a decision by the Insured to refer a dispute to adjudication.

The Insured shall provide full written details and/or any other applicable evidence in respect of any matter notified under i) ii) and iii) above directly to the Company within 48 hours of its occurring by registered post.

The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damages or otherwise involving a dispute referred to adjudication.

The Insured shall not without the prior written consent of the Company –

- i) make any admission offer promise payment in respect of any matter which is the subject of indemnity under this Policy
- ii) agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to legal proceedings arbitration or alternative dispute resolution.

Subject otherwise to the terms exceptions and conditions of this Policy.

Making A Complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If Our service does not meet Your expectations We want to hear about it so We can try to put things right.

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response.

How to make Your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively You can write to Us at

AXA Insurance
Commercial complaints
AXA House 4 Parklands Lostock Bolton
BL6 4SD

Tel: 01204 815359

Email:
commercial.complaints@axa-insurance.co.uk

When You make contact please tell Us the following information:

- Name address and postcode, telephone number and e-mail address (if You have one).
- Your policy and/or claim number, and the type of policy You hold.
- The name of Your insurance agent/firm (if applicable).
- The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.

Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision.

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567*

Tel: 0300 123 9123**

Fax: 020 7964 1001

Email:
complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to You

We will

- Acknowledge written complaints promptly.
- Investigate Your complaint quickly and thoroughly.
- Keep You informed of progress of Your complaint.
- Do everything possible to resolve Your complaint.
- Learn from Our mistakes.
- Use the information from complaints to continuously improve Our service.

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Legal and tax advice complaints

If **you** have a complaint about the telephone legal or tax advice services **you** should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd
The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE

Tel: 0844 770 9000

If **you** are unhappy with the written response from Arc Legal Assistance Ltd, **you** may contact the Legal Ombudsman at:

PO Box 6806
Wolverhampton
WV1 9WJ

Tel: 0300 555 0333

Web: www.legalombudsman.org.uk

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales:

- a) within one year from the act/omission complained of
- b) within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and;
- c) within six months of the client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint.

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Telephone calls may be monitored and recorded.

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