# Public liability (single contract) section

## Contents of this section



**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** under the **General introduction section** of **your policy**.

### Asbestos

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

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

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

### Clean up costs

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

## Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## Contractual liability

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

## Cyber act

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

## Cyber incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**.
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

## Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

## Employed person

1. Anyone under a contract of service or apprenticeship with **you**.
2. Anyone who is
   - **a** employed by **you** or on **your** behalf on a labour only basis
   - **b** self employed
   - **c** hired to **you** or borrowed by **you** from another employer
   - **d** a voluntary helper or taking part in a work experience or training scheme
   - **e** a driver or operator of hired-in plant
   - **f** an outworker or homeworker
   - **g** a prospective employee who is being assessed by **you** as to their suitability for employment
   - **h** a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
   - **i** a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

   and under **your** direct control or supervision.

## Enforcing authority

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

## Escape of fluid

Escape of water, oil or other types of fuel from any tank, apparatus or pipe.

## Event

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

## Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

## Hot work

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

## Manslaughter costs

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

## Nuisance or trespass

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

## Offshore

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

## Personal injury

1 **Bodily injury.**

2 Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy.

## Plant owner

Any plant owner that **you** have entered into a contract or agreement with to hire contractors plant or equipment.

## Pollutants

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

## Principal

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

## Products

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

## Property damage

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

## Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1 Health and Safety

2 Terrorism (protection of premises)

3 Consumer Protection

4 Food Safety

legislation, applying within the **policy territories**.

## Sudden incident

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

## Territorial limits

1 The **policy territories.**

2 The European Union but only in respect of

   a part **7** of **Additional business activities cover**

   b **Contingent motor liabilities cover**

   c part **2** of **Work overseas cover**.

3 Worldwide but only in respect of

   a part **3** and part **a** of **Personal liability cover**

   b part **1** of **Work overseas cover**

   c **products** supplied from within the **policy territories.**

## Terrorist act

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

## Underground services

Pipes, cables, mains or any other underground services.

### Works

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

## ✓ What is covered

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

1 **personal injury**

2 **property damage**

3 **nuisance or trespass**

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

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

### Limit of indemnity

1 The public liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages arising from one **event**.

2 The public liability limit of indemnity is also the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

   a release or escape of **pollutants**

   b **products** which are not for use in connection with **works**.

3 The terrorist act limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.

4 The accidental release of asbestos limit of indemnity shown in **your** schedule is the most **we** will pay in total for **Accidental release of asbestos (Claims made) cover** and **Claim costs cover** for all claims first made against **you** during the **period of insurance.**

5 The advertising liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all **Advertising liability cover** and **Claim costs cover** for all claims during any one **period of insurance**.

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

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

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

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

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

10 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all

parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims.

11 We will pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, except where

a an action for damages is started or brought in the United States of America or Canada

b we state any amount or limit of indemnity is inclusive of **Claim costs cover**.

12 If an action for damages is started or brought in the United States of America or Canada, we will not pay more than the limit of indemnity applicable to the claim or claims for the total of all damages and **Claim costs cover** arising from the action.

13 We may at any time pay

a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or

b any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment in respect of the claim or claims. If we have agreed to pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, we will pay the costs incurred before the date of the claim payment.

## Accidental release of asbestos (Claims made) cover

The **Asbestos exclusion** under the heading **What is not covered** does not apply in respect of this cover.

We will cover the amount of damages which you are legally liable to pay in respect of a claim first made against you and notified to us during the period of insurance arising from the accidental and unplanned release of asbestos.

We will not cover

1 claims

a relating to the fear suffered by any person of the consequences of exposure to asbestos

b in respect of property damage, nuisance or trespass or clean up costs, unless arising from contamination resulting from the unplanned release of asbestos due to a sudden incident which happens at a specific time and place during the period of insurance in the course of any work, process or other operation

c to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove asbestos in or on premises

i that you have disposed of

ii owned, leased, let, rented, hired or lent to you

iii for which you have any statutory duty to manage asbestos.

d for any incident known to you or for which you should have been aware before the start of this cover

2 the excess stated in your schedule in respect of property damage, nuisance or trespass or clean up costs, caused by or arising from asbestos.

If during the period of insurance you first become aware of any circumstances that may give rise to a claim under this cover and notification is given to us during or within 7 days of the expiry of the period of insurance, we will if a claim is subsequently made against you consider such circumstances as having been made during the period of insurance that you first become aware.

The following additional conditions apply to this section.

1 If you have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of asbestos, a written risk assessment must be undertaken and controls put in place to prevent the release of asbestos

2 If you discover any materials that are known or suspected to be asbestos prior to or in the course of any work, process or other operation, you must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established

3 **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within the **policy territories**.

If **you** do not comply with these conditions **you** will not be covered and **we** will not make any payment in respect of a claim.

### Additional business activities cover

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

1 providing and managing facilities for the benefit and welfare of **employed persons**, including
   - a canteen
   - b car parking
   - c nursery, creche or child care where incidental to the **business**
   - d sports or social facilities

2 the provision of car parking for the benefit of customers and visitors

3 owning, repairing, maintaining and decorating **your** own property or premises **you** use

4 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

5 maintaining and repairing vehicles and machinery owned or used by **you**

6 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

7 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

8 organisation and sponsorship of fund raising activities and events and sponsorship of individuals

9 the sale or disposal of **business** assets.

### Advertising liability cover

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

1 libel, slander or defamation

2 infringement of copyright, title or slogan

3 unauthorised use or reproduction of another's work, or idea misappropriation

4 unauthorised use of any trademark, service mark, trade name or trade dress

in any advertisement, publicity, article, broadcast or telecast communicated during the **period of insurance** in connection with **your** advertising activities of **your products** or **works**.

**We** will not cover claims caused by or arising out of

1 any act or omission by **you**, which knowingly infringes the legal rights of another, or which is intended to mislead the public

2 infringement of trademark, service mark, trade name or trade dress, except where used as titles or slogans in connection with any commodity, article, work or thing sold, offered for sale or advertised

3 failure in the performance of a contract, unless the claim is solely for unauthorised appropriation of ideas based upon a breach of, or alleged breach of, an implied term of the contract

4 incorrect description or mistake in the advertised price of any commodity, article, work or thing sold, offered for sale or advertised

5 the failure of any **products** or **works** to conform with advertised quality or performance

6 **contractual liability**

7 the ownership, hosting or control by **you** of any website, part of a website or part of an internet service that allows discussion or commentary by users other than **you**

8 any material published, broadcast or telecast that is first communicated prior to the start date of this cover

9 any act or omission for which there is also a criminal complaint. This exclusion only applies to the persons against whom the complaint has been made.

If **you** have cover for this under any other insurance policy or would have cover but for the existence of this **policy**, **we** will only provide cover in excess of the limit of indemnity payable under the other insurance policy.

### Automatic acquisitions cover

**We** will automatically cover any newly acquired or newly formed subsidiary company of **yours** for a period of 30 days from the date of its acquisition or creation.

**We** will not provide cover unless

1. the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule
2. the new company is based within the **policy territories**
3. the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover.

If **you** wish cover to continue beyond the first 30 days **you** must

a. tell **us**, prior to expiry of the automatic cover, in accordance with the **Change in risk condition**
b. accept **our** terms and pay the additional premium required for the inclusion of the new company under **your policy**.

### Claim costs cover

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

### Compensation for court attendance cover

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

### Contingent motor liabilities cover

The **Road Traffic Act exclusion** will not apply to this cover.

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

1. **bodily injury**
2. **property damage**

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

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

within the **policy territories** and in the European Union in connection with the **business**.

**We** will not pay

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

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and, where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the most **we** will pay in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims.

## Data Protection cover

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

**We** will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

1 any claims from directors or **employed persons**

2 fines or penalties imposed by a court

3 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

4 the cost of replacing, reinstating, rectifying or erasing any personal data

5 refund of monies paid to **you** by any claimant

6 liability for which cover is provided under any other more specific insurance.

## Defective Premises Act cover

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

**We** will not cover

1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them

2 any liability for which **you** are covered under any other insurance policy.

## Environmental clean up cover

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

This cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business** within the **policy territories**.

**We** will not cover

1 any part of a claim for **clean up costs**

  a at, in or upon property that is or was owned by **you**, or in **your** possession, or in **your** custody or under **your** control

  b to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that

    i necessary to meet the standards required by law at the start of remediation

    ii existing at the time of a **sudden incident** for which a claim is made under this section

2 the environmental clean up **excess** shown in **your** schedule in respect of each and every claim.

## Housing grants cover

**We** will pay the amount awarded against **you** in respect of a construction dispute

1 resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the **policy territories**, and

2 in relation to an incident where cover is provided under this section.

If any payment is made it will not affect any of **our** other rights under the conditions of **your policy**.

**You** must

1 forward to **us**

   a any notice of intention to refer a dispute to adjudication within 24 hours of receipt
   b full written details and any other applicable evidence in respect of the matter notified within 72 hours of receipt of the notice
2 provide **us** notice of any intention by **you** to issue a notice of intention to refer a dispute to adjudication
3 not accept any award made by an adjudicator to a dispute as being final without **our** prior agreement.

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

### JCT contracts cover

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

**We** will not provide cover for

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

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

### Manslaughter costs cover

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

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

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

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

**We** will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 fees for intervention raised or payable under any Health and Safety laws or regulations
3 costs and expenses of implementing any remedial order or publicity order
4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6 costs and expenses of defence where defence costs are available from any other source or insurance
7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Munitions of war cover

The **War risk exclusion** will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

### Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

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

The cover provided by this section will also apply to

a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

**We** will not pay where cover is provided by another insurance policy.

### Plant owners liability cover

If a claim is made against any **plant owner** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **plant owner** arising from **your** use of the plant.

**We** will not provide cover

1 where the plant is for use at contract sites outside the **policy territories**
2 beyond the requirements of **your** contract or agreement with the **plant owner.**

### Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

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

### Property in your care cover

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

1 premises which are leased, let, rented, hired or lent to **you**
2 premises including contents where **you** are temporarily carrying out work in connection with the **business**
3 vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

**We** will not provide cover for

1 loss of or damage to property
   a owned by **you**
   b leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility , other than where cover is provided under **1**, **2** or **3** above
   c that is being worked on or is undergoing a process or other operation where loss or damage arises out of such work, process or other operation
   d for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner
2 any **contractual liability**
3 **clean up costs**.

### Safety legislation costs cover

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

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

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

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

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices
4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Work overseas cover

**We** will cover **you** for

1. non manual work temporarily undertaken by **you** or on **your** behalf worldwide
2. manual work undertaken by **you** or on **your** behalf within the European Union, for a period or periods of up to 180 days in total during any one **period of insurance**

by persons ordinarily resident within the **policy territories.**

## ✘ What is not covered

### Aircraft and watercraft exclusion

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

1. aircraft (including unmanned aerial vehicles such as model aircraft, helicopters and drones)
2. spacecraft
3. watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Airside exclusion

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

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

### Asbestos exclusion

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

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

### Contractual liability exclusion

**We** will not cover claims

1. for **contractual liability** in connection with **products** which are not for use in connection with **works**
2. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of any claim
3. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### Cyber and data exclusion

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **cyber act** or **cyber incident** including but not limited to any action taken in

controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

a for **bodily injury**

b for physical **property damage**

c under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

### Damage to works exclusion

**We** will not cover claims for loss of or damage to

1 **works**

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

### Deliberate act exclusion

**We** will not cover claims

1 caused by or arising from any deliberate act, error or omission

  a where the results are intended or expected, or are reasonably foreseeable by **you**

  b by anyone other than **you**, so far as cover is requested for their own liability

2 for **clean up costs** in circumstances where **you** have knowingly

  a deviated from any regulatory notice, order or protection ruling

  b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

### Employee injury exclusion

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

### Excess exclusion

The relevant **excess** shown in **your** schedule will apply to each **event**.

### Fungal pathogens exclusion

**We** will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

### Offshore exclusion

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

### Overseas establishment exclusion

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

1 associated or subsidiary company of **yours**

2 of **your** branch offices

3 representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

### Professional duty exclusion

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

1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee

2 planning, project management or supervision of **works** where **you** are engaged to act in that capacity, either for a specific fee or under an agreement separate from that to execute the **works**.

### Punitive damages exclusion

**We** will not cover claims to pay

1. any award of punitive, exemplary or aggravated damages
2. additional damages resulting from the multiplication of compensatory damages

by a court of law outside the **policy territories**.

### Radioactive contamination exclusion

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

### Recall exclusion

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

### Rectification of defects exclusion

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

### Road Traffic Act exclusion

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

### War risk exclusion

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

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with the following conditions to have the full protection of **your policy**.

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

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

### Hot work precautions condition

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

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

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

### Legionella precautions condition

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

A written record of the assessment must be retained by **you** for inspection by **us** if a claim arises.

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

### Plant hire condition

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

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

### Premium adjustment condition

If the estimates shown in **your** schedule are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the rates applicable to **your** cover.

If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

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

### Sub-contractors (works) condition

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

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

1 Employers liability insurance in the name of the sub-contractor, covering liability to employees in accordance with any law relating to compulsory insurance

2 Public liability insurance covering the legal liability of the sub-contractor, to anyone who is not one of their employees and which

   a has a limit of indemnity not less than the public liability limit of indemnity shown in **your** schedule, or any other amount agreed by **us** in writing

   b includes a clause providing benefit of cover to **you** in similar terms to the **Principals liability cover** provided by this section

   c covers the type of work carried out by the sub-contractor.

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

i subsequently exchange correspondence confirming this

ii retain the correspondence for inspection by **us** if a claim arises for which the sub-contractor may have a responsibility.

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

### Suspension of cover condition

**We** may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

### Underground services condition

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

1 written confirmation of the location and plan position of all existing **underground services** must be ascertained by enquiry to the owner or relevant authority responsible for the **underground services**

2 the location and plan position of **underground services** must be given to those persons carrying out the ground work

3 the area of the ground work must be investigated using remote electrical devices to establish the actual position of **underground services**

4 a work method must be adopted which minimises the risk of **property damage** to **underground services**

5 a full written record of the enquiries and measures taken to locate **underground services** and to minimise the risk of loss or damage must be retained for inspection by **us** if a claim arises.

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

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