



# Financial loss (building and allied trades) section

## Contents of this section

Meanings of defined terms	1
What is covered	2
What is not covered	3
Section condition	5

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

## Meanings of defined terms

These meanings apply within **your** Financial loss (building and allied trades) section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in 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.

### 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**.

### Event

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

### Financial loss

Loss of a purely monetary nature (but not loss as a direct consequence of **bodily injury, personal injury or property damage**) that **you** have caused to someone else arising out of a defect in or the unsuitability of **works**.

### 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

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

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

### 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.

### 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 a claim for **financial loss**, which is first made against **you** during the **period of insurance** in connection with the **business**, so long as **we** are notified during the same **period of insurance** or within 7 days after expiry.

### Automatic acquisitions cover

**We** will automatically cover any newly acquired or newly formed subsidiary company of **yours** 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 domiciled 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
- 4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company
- 5 **you** accept **our** terms and pay the additional premium required for the inclusion of the new company under this **policy**.

#### Claim costs cover

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

#### Notification of circumstances cover

Any circumstances notified in accordance with the Policy conditions in the General introduction section where a claim is made against **you** after the expiry of the **period of insurance**, will be considered as a claim first made against **you** during the **period of insurance** when **you** first told **us** of the circumstances.

#### Limit of indemnity

- 1 The maximum amount **we** will pay for the total of all damages and **claim costs**, for all claims made against **you** during any one **period of insurance**, is the limit of indemnity shown in **your** schedule
- 2 In respect of any claim or claims, **we** may at any time pay the limit of indemnity, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## X What is not covered

#### 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**
- 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.

### Defamation and discrimination exclusion

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

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

### Deliberate act exclusion

**We** will not cover claims caused by or arising from any deliberate act, error or omission on **your** part for which the results are intended or expected, or are reasonably foreseeable by **you**.

### Excess exclusion

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

### Foreign manual work exclusion

**We** will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for up to 180 days in total, during any one **period of insurance**.

### Intellectual property exclusion

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

### Non-performance exclusion

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

- 1 non-performance or non-completion of **works** or for any delay
- 2 financial default or insolvency.

### Offshore exclusion

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

### Personal data exclusion

**We** will not cover claims caused by or arising from the holding of personal data or as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** or on **your** behalf.

### Pollution exclusion

**We** will not cover claims caused by or arising from pollution or contamination of the atmosphere, land or water or any buildings or structure or any environmental damage or harm.

### Prior claims exclusion

**We** will not cover claims caused by or arising from circumstances known to **you**, or of which **you** should have been aware, prior to the start of this section of the **policy**.

### 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 such a capacity, either for a specific fee or under an agreement separate from that to execute the **works**.

### **Punitive damages exclusion**

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

### **Radioactive contamination exclusion**

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

### **Rectification of defects exclusion**

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

### **War risk exclusion**

**We** will not cover claims caused by or arising from war, invasion, act 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 any loss by any action of or under the order of any government or public or local authority.

### **Section condition**

This condition of cover applies only to this section. **You** must comply with this condition 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.

### **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 agreed rates.

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 an adjusted amount in line with suitable indices of costs.

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