



ENGINEERING CONSTRUCTION INSURANCE

Policy





This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA)

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium

Claim Notification

Conditions that apply to the policy in the event of a claim are set out in the claims conditions below. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements. Directions for claim notification are included in the claims conditions.

Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim ideally as part of the initial notification you will provide:

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may however request additional information depending upon the circumstances and value of the claim which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

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Definitions Applicable To All Sections

Aggregate Time Excess

shall mean the period stated in the Schedule during which the effects of the Delay on the Business are not covered

Annual Gross Revenue

shall mean the Gross Revenue which had the Delay not occurred would have been earned during the 12 months after the Scheduled Date of Commencement of the Business (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which had the Delay not occurred would have been obtained during the Indemnity Period

Annual Turnover

shall mean the Turnover which had the Delay not occurred would have been earned during the 12 months after the Scheduled Date of Commencement of the Business (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which had the Delay not occurred would have been obtained during the Indemnity Period

Cold Mechanical And Electrical Testing

Cold Mechanical and Electrical Testing shall mean the checking of component parts of an item of Property by mechanical electrical hydrostatic or other forms of testing under dry run conditions which do not necessitate the firing of furnaces or any application of direct or indirect heat the use of feedstock or other materials for processing or in the case of electrical motors electrical generating transforming converting or rectifying equipment connection to a grid or other load circuit

Damage

shall mean physical loss destruction or damage

Data

shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Deferred Purchase

shall mean an arrangement whereby the Policyholder enters into an agreement which entitles the Policyholder to defer payment for Property for a period in excess of usual trade credit

Delay

shall mean the period of time between the Scheduled Date of Commencement of the Business and the actual date on which the Business was or would have been able to commence operations

Denial of Service Attacks

shall mean interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication

Estimated Gross Profit

shall mean the amount declared by the Policyholder to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the 12 months immediately after the Scheduled Date of Commencement of the Business

(or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

Estimated Gross Revenue

shall mean the amount declared by the Policyholder to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the 12 months immediately after the Scheduled Date of Commencement of the Business

(or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

Failure of a System

shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholders Business

Gross Profit

shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods due provision being made for depreciation

Gross Revenue

shall mean the money paid or payable to the Policyholder for services rendered in the course of the Business

Hot Testing

Hot testing involving introduction of feedstock shall mean

- A) the checking of component parts of an item of Property under full or partial load or operational conditions including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical generating transforming converting or rectifying equipment connection to a grid or other load circuit for the purpose of such checking
- B) the operation of the Property or any part thereof with feedstock or other materials for processing or in the case of electrical generating transforming converting or rectifying equipment connection to a grid or other load circuit under production conditions for the purpose of attaining performance specification requirements or for training operational personnel

Indemnity Period

shall mean the period beginning when had the Delay not occurred Turnover or Gross Revenue would have commenced and ending when the results of the Business cease to be affected in consequence of the Delay but not exceeding the Indemnity Period stated in the Schedule and subject to the application of the Aggregate Time Excess stated in the Schedule

Microchip

shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

Notice Of Adjudication

shall mean any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

Operations

The Operations for which Cover is provided by the Machinery Movement Section of the Policy are indicated in the Schedule

Dismantling shall mean all operations from the commencement of stripping down of the Property into two or more parts until commencement of loading onto the transporting vehicle

Erection shall mean from the completion of Unloading of the Property from the transporting vehicle until completion of testing or running or the date of taking over by the purchaser whichever is earlier

Loading shall mean bodily removal of the Property from the loading point until the completion of securing on the transporting vehicle

Positioning shall mean from the completion of Unloading of the Property from the transporting vehicle until completion of movement to the actual working position and placing on foundations or bedplate

Removal shall mean bodily removal of the Property or a major part thereof from its foundations or bedplate in the actual working position until commencement of loading onto the transporting vehicle

Re-siting shall mean bodily removal of the Property or a major part thereof from one site to another in the same premises and not involving the use of road or rail vehicles

Transit shall mean all operations following completion of securing the Property onto the transporting conveyance necessary transshipment incidental storage not exceeding 7 consecutive days or deviation en route up to the commencement of Unloading of the Property

Unloading shall mean bodily removal of the Property from the transporting vehicle commencing with removal of the load securing devices until placed at the initial setting down point

Policyholder's Contribution

shall mean the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy

Property

shall mean those items detailed in the Schedule

Rate Of Gross Profit

shall mean the rate of Gross Profit which had the Delay not occurred it is anticipated would have been earned on Turnover during the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which had the Delay not occurred would have been obtained during the Indemnity Period

Reinstatement

shall mean

- A) where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest overall performance or capacity to the Property which has suffered Damage
- B) where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new

Scheduled Date Of Commencement Of The Business

shall mean the date stated as the Expiry Date in the Schedule upon which the Business would have commenced had the Delay not occurred

Situation

shall mean the location of the Property as detailed in the Schedule

Standard Gross Revenue

shall mean the Gross Revenue which had the Delay not occurred would have been earned during the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which had the Delay not occurred would have been obtained during the Indemnity Period

Standard Turnover

shall mean the Turnover which had the Delay not occurred would have been earned during the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances which would have affected the Business had the Delay not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which had the Delay not occurred would have been obtained during the Indemnity Period

System

shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Territorial Limits

shall mean the United Kingdom the Isle of Man and the Channel Islands

Terrorism

shall mean in Great Britain and Northern Ireland acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

in so far that the insurance provided by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear

Turnover

shall mean the money (less discounts allowed) paid or payable to the Policyholder for goods sold and delivered and for services rendered in the course of the Business

The Works

shall mean as detailed in the Schedule

Uninsured Variable Costs

shall mean purchases (net of discounts) packaging carriage and freight (unless otherwise stated in the Schedule)

The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Policyholder

Virus

shall mean programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted from one System to another by transfer between customer systems via networks extranets internets or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and involving self replication or not

Contract Works

Cover

Damage To The Works/Employees' Effects

In the event of Damage (subject to any exclusions) to The Works or Employees' Effects or both described in the Schedule happening during the Period of Insurance whilst at the Situation or in transit anywhere within the Territorial Limits the Company will pay to the Policyholder the value of The Works or Employees' Effects or both at the time of the Damage or the cost of repair of the Damage to a condition substantially the same as but not better or more extensive than the condition at the time of the Damage or at its option reinstate or replace such Property

Limit of Liability

The liability of the Company under this Section of the Policy shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured set against each item in the Schedule

Memoranda

Automatic Restoration Of Sum Insured

In the event of Damage for which indemnity is provided by this Section of the Policy the Sums Insured stated in the Schedule will be automatically restored without additional cost in respect of Damage the cost of which does not exceed 10% of the Sum Insured stated in the Schedule or £25,000 whichever is the lesser

Debris Removal

The Cover provided by this Section of the Policy is extended to include costs and expenses necessarily and reasonably incurred by the Policyholder with the consent of the Company in

- A) removing debris
- B) dismantling or demolition
- C) shoring or propping up

of the portion or portions of the Property suffering Damage by any peril for which Cover is provided by this Section of the Policy

Provided that the liability of the Company in respect of any one incident of Damage or series of incidents of Damage from a common cause

- A) shall not exceed 10% of the Sum Insured or Limit of Liability stated in the Schedule under this Section
- B) shall not be increased beyond the Sum Insured or Limit of Liability stated in the Schedule under this Section
- C) shall exclude any costs or expenses arising from pollution or contamination of property not insured by this Section of the Policy

Escalation Clause

The Cover provided by this Section of the Policy may be increased by an amount not exceeding 25% of the Sum Insured stated in the Schedule provided that such increase is included in the turnover declared to the Company in accordance with the General Condition – Declaration

Expediting Costs

The Cover provided by this Section of the Policy is extended to include the necessary and reasonable costs of effecting temporary repairs and expediting permanent repairs including overtime working and the use of express or other means of rapid transport providing that the Company's approval of such means of repair has been obtained and the Company's liability does not exceed 10% of the normal cost of repair or £25,000 whichever is the lesser which shall be in addition to the Sum Insured stated in the Schedule

Indemnity To Policyholder's Employer/Purchaser/Principal

The Cover provided by this Section of the Policy is extended to include the Policyholder's employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Policyholder and the employer/purchaser/principal

Provided always that such employer/purchaser/principal shall as if they were the Policyholder observe fulfill and be subject to the terms exclusions and conditions of the Policy

Local Authorities Clause

The Cover provided by this Section of the Policy is extended to include such additional cost of reinstatement of Property which has suffered Damage as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any public authority excluding

- A) the cost incurred in complying with any of the aforesaid regulations or bye-laws
 - i) in respect of Damage occurring prior to the granting of this memorandum
 - ii) under which notice has been served upon the Policyholder prior to the happening of the Damage
 - iii) in respect of Property or portions of Property which has not suffered Damage
- B) the additional cost that would have been required to make good the Property which has suffered Damage to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws 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 any of the aforesaid regulations or bye-laws

Provided

- A) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as the Company may allow (during the said 12 months) and may be carried out upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Company under this memorandum not being thereby increased
- B) if the liability of the Company under this Section of the Policy apart from this memorandum shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this memorandum shall be reduced in like proportion
- C) the total amount recoverable shall not exceed the Sum Insured stated in the Schedule
- D) all the terms exclusions and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

Maintenance

The Cover provided by this Section of the Policy is extended to include Damage to The Works (subject to any exclusions) occurring during any maintenance or defects liability period not exceeding 12 months duration specified in the conditions of the contract caused by the negligence of the contractor in the course of any visit to The Works for the purpose of complying with their obligations under the maintenance or defects liability conditions of the contract

Offsite Storage

The Cover provided by this Section of the Policy is extended to include Damage occurring (subject to any exclusions) whilst such Property is temporarily held in store away from the site of The Works in secure and lockfast premises anywhere in the Territorial Limits

Provided

- A) that in the event of Damage the Policyholder shall produce reasonable proof that the materials in storage were purchased specifically for incorporation within The Works
- B) that the liability of the Company under this memorandum shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause 10% of the Sum Insured stated in the Schedule for this Section

Period Extension

If required by the terms of the conditions of contract (subject to any exclusions contained in the Policy) the Cover provided by this Section of the Policy is extended to include a period of 14 days following the issue of a certificate of completion but nothing within this extension shall cause the Company to be liable for any Damage due to or arising out of the use or occupation by the employer/purchaser/principal his agents servants or other contractors (not being employed by the Policyholder) of any part of The Works

Professional Fees

The Cover provided by this Section of the Policy is extended to include consulting engineers architects and surveyors fees or other professional fees of similar nature necessarily incurred in the reinstatement of the Property consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such fees shall not increase the liability of the Company beyond the Sum Insured stated in the Schedule

Testing and Commissioning

Where testing and commissioning is stated as being covered in the Schedule the Cover provided by this Section of the Policy is extended to include Damage to The Works directly or indirectly caused by or connected with the testing commissioning or operation of The Works including Damage to The Works caused by its own explosion mechanical or electrical breakdown failure breakage or derangement

Provided that

- A) such Damage arises solely from the testing commissioning or operation of new Property and
- B) the aggregate duration of the testing commissioning or operation of The Works does not exceed the Testing and Commissioning period stated in the Schedule and
- C) the liability of the Company under this memorandum shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured stated in the Schedule for this Section

The Cover provided by this memorandum excludes any Damage directly or indirectly caused by or connected with the testing commissioning or operation of Property which is not new or which is a prototype or experimental or unproven design

Condition

Declaration Information

At the end of each period of insurance the Policyholder shall declare to the Company

- A) the turnover from contracts in respect of The Works (excluding labour only contracts) including where applicable any additional amount in respect of
 - i) consulting engineers and architects and surveyors fees
 - ii) free issue materials allocated to the Policyholder for incorporation in any contract
- B) the total current market value of Employees' Effects

Exclusions

This Section of the Policy does not cover

Breakdown

Damage to Property by its own explosion mechanical or electrical breakdown failure breakage or derangement

Defects

Damage to and the cost necessary to replace repair or rectify

- A) Property which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property or any part thereof but not including Damage to other Property which is free of the defective condition but suffers Damage in consequence thereof
- B) Property which is required to enable the replacement repair or rectification of Property excluded by A) above

In respect of Property which is experimental or a prototype or of unproven design this Section of the Policy excludes all costs of Damage due to fault defect error or omission in design plan specification material or workmanship including Damage to other Property which is damaged as a consequence of such fault defect error or omission

For the purpose of the Policy and not merely this Exclusion the Property shall not be regarded as having suffered Damage solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property or in any part thereof

Existing Property

any existing structure or other property not forming part of the Property

Improvements

any costs incurred in connection with or in consequence of improvements or overhauls following Damage but not forming part of The Works

Inevitable Damage

Damage arising from a deliberate act or omission of the Policyholder which could reasonably have been expected having regard to the nature and circumstances of such act or omission except where such deliberate act or omission is to minimise or avoid damage or injury

Money

deeds bonds bills of exchange promissory notes cash bank notes cheques and securities for money or stamps

Permanent Works

Damage to the permanent works or any part thereof after such works have been taken over or taken into use (whichever is the earlier) by the employer/purchaser/principal (except as provided for by the Memorandum - Maintenance)

Policyholder's Premises

Damage to The Works occurring upon premises owned or rented by or on lease to the Policyholder or sub-contractors or manufacturers of materials designated for incorporation in The Works but this shall not exclude Damage at such premises occurring during loading for dispatch to the site of The Works or during unloading on return from the site of The Works

Refractory Linings

Damage to refractory linings from commencement of first application of heat

Speculative Building

Damage to any works constructed on a speculative basis occurring after substantial completion thereof

Owned Contractors Plant

Cover

Damage to Owned Property

In the event of Damage (subject to any exclusions) to Property detailed in the Schedule owned by or on Deferred Purchase or lease to the Policyholder happening during the Period of Insurance whilst at any situation or in transit anywhere within the Territorial Limits and at the time of such Damage the Property

- A) is less than or equal to 2 years old from the date of sale as new the amount payable by the Company shall be Reinstatement
- B) is more than 2 years old from the date of sale as new the Company will pay to the Policyholder the value of the Property at the time of the Damage or the cost of repair of the Damage to a condition substantially the same as but not better or more extensive than the condition at the time of the Damage or at its option reinstate or replace such Property

Limit Of Liability

The liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured set against each item in the Schedule under this Section

Memoranda

Additional Property

The Cover provided by this Section of the Policy is extended to include additions to the Property occurring after the commencement of the Period of Insurance for the period up to the next Renewal Date subject to a maximum of £10,000 in the aggregate above the Sums Insured stated in the Schedule

Automatic Restoration of Sum Insured

In the event of Damage for which indemnity is provided by this Section of the Policy the Sums Insured stated in the Schedule will be automatically restored without additional cost in respect of Damage the cost of which does not exceed 10% of the Sum Insured stated in the Schedule or £25,000 whichever is the lesser

Cost of Replacement Property

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity until repair reinstatement or replacement of the Property suffering Damage has been effected

Provided that the liability of the Company for the cost of such hiring charges shall not exceed £5,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

The hired in Property covered by this memorandum shall be subject to the terms of the Hired in Contractors Section and subject to the Sum Insured stated in the Schedule under the Hired in Contractors Plant Section or £100,000 whichever is the greater

Hiring Out

The Cover provided by this Section of the Policy is extended to include Property whilst hired out provided that the terms of any such hirings out are no less onerous than the Model Conditions for the Hiring of Plant of the Construction Plant-hire Association

Indemnity to Policyholder's Employer/Purchaser/Principal

The Cover provided by this Section of the Policy is extended to include the Policyholder's employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Policyholder and the employer/purchaser/principal

Provided always that such employer/purchaser/principal shall as if they were the Policyholder observe fulfill and be subject to the terms exclusions and conditions of the Policy

Conditions

Average

- A) If the sum declared at inception or renewal as the total value of Property is less than the actual total value of Property at the time of any Damage

Or

- B) If the sum declared at inception or renewal as the value for each item of Property is less than the actual value for each item of Property at the time of any Damage

then the Policyholder shall bear a rateable share of the amount of such Damage

Declaration Information

At the end of each Period of Insurance the Policyholder shall declare to the Company

- A) the total new replacement value of all Property less than or equal to 2 years old from the date of sale as new
- B) the total market value of all Property more than 2 years old from the date of sale as new

Exclusions

This Section of the Policy does not cover

Breakdown

Damage to Property caused by its own explosion mechanical or electrical breakdown failure breakage or derangement including but not limited to Damage caused by any failure to maintain the Property in accordance with the manufacturer's recommendations but not including Damage caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain

Hired In Contractors Plant

Cover

Damage To Hired In Property

In the event of Damage (subject to any exclusions) to Property hired in by or on free loan or demonstration to the Policyholder happening during the Period of Insurance whilst at any situation or in transit anywhere within the Territorial Limits the Company will pay to the Policyholder all sums which the Policyholder shall become legally liable to pay for

- A) Damage to the Property hired in by the Policyholder
- B) hiring charges levied upon the Policyholder in consequence of such Damage

Limit Of Liability

The liability of the Company under this Section shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause:

- A) For Property hired in by the Policyholder the Sum Insured stated in the Schedule for this Section
- B) £10,000 in respect of Property on free loan or demonstration

Memoranda

Automatic Restoration of Sum Insured

In the event of Damage for which indemnity is provided by this Section of the Policy the Sums Insured stated in the Schedule will be automatically restored without additional cost in respect of Damage the cost of which does not exceed 10% of the Sum Insured stated in the Schedule or £25,000 whichever is the lesser

Cost of Replacement Property

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity for a period equivalent to the remainder of the hire period in respect of the hired in Property suffering Damage

Provided that the liability of the Company for the cost of such hiring charges shall not exceed £5,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

The hired in Property covered by this memorandum shall be subject to the terms of the Hired in Contractors Section and subject to the Sum Insured stated in the Schedule under the Hired in Contractors Plant Section or £100,000 whichever is the greater

Hiring Out

The Cover provided by this Section of the Policy is extended to include Property whilst hired out provided that the terms of any such hirings out are no less onerous than those terms under which the Property was hired in by the Policyholder

Indemnity To Policyholder's Employer/Purchaser/Principal

The Cover provided by this Section of the Policy is extended to include the Policyholder's employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Policyholder and the employer/purchaser/principal

Provided always that such employer/purchaser/principal shall as if they were the Policyholder observe fulfill and be subject to the terms exclusions and conditions of the Policy

Condition

Declaration Information

At the end of each Period of Insurance the Policyholder shall declare to the Company the total hire charges paid or due to be paid for Property hired in by the Policyholder during the Period of Insurance

Memoranda Applicable To The Owned Contractors Plant and Hired in Contractors Plant Sections

Anti-Theft and Security Devices

The Cover provided by these Sections of the Policy is extended to include

- A) Damage to any anti-theft locating immobilising or tracking device that is permanently fitted to the Property
- B) The cost of replacing the cylinder of the lock of any immobilising device which is permanently fitted to the Property as a result of the key to the device suffering Damage

Provided that the liability of the Company shall not exceed £2,500 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause

The Policyholder's Contribution in respect of this memorandum is reduced to nil

Avoidance of Impending Damage

The Cover provided by these Sections of the Policy is extended to include necessary and reasonable costs (excluding the cost of any maintenance work) incurred by the Policyholder in taking exceptional measures to avoid or mitigate impending Damage for which cover is provided by these Sections of the Policy provided that

- A) Damage would be reasonably expected if the measures were not taken and
- B) The Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

Debris Removal

The Cover provided by these Sections of the Policy is extended to include costs necessarily and reasonably incurred by the Policyholder with the consent of the Company in removing and disposing of debris from the portion or portions of Property suffering Damage for which the Company has admitted liability under the Policy

Provided that the liability of the Company shall not exceed £5,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

Fuel in Bousers

Where Damage to fuel bousers for which liability is admitted by the Company under this Section of the Policy is accompanied by resultant loss of the fuel contained within the fuel bouser suffering Damage the Company will pay the necessary and reasonable cost to replace such fuel

Provided that the liability of the Company under this memorandum shall not exceed £2,500 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause

Immobilised Property

The Cover provided by these Sections of the Policy is extended to include costs necessarily and reasonably incurred by the Policyholder to recover Property which has become accidentally immobilised during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to Damage caused by any failure to maintain the Property in accordance with the manufacturer's recommendations but not including Damage caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain)

Provided that

- A) the liability of the Company shall not exceed £25,000 in the aggregate in respect of all recoveries under the Owned Contractors Plant and Hired In Contractors Plant Sections during any Period of Insurance
- B) such costs do not exceed the sum which would otherwise have been payable under the terms of this Section of the Policy had such costs not been incurred
- C) the Company shall not be liable in respect of damage caused in order to effect recovery of property

Incorrect Fuelling

In the event that the fuel tank of the Property is accidentally filled with the incorrect fuel the Company will pay the costs of

- A) draining the incorrect fuel and cleansing the fuel tank
- B) rectifying any subsequent damage inadvertently caused to the Property through it being driven or moved

The Policyholder's Contribution in respect of paragraph A) of this memorandum is reduced to nil

The Company shall not be liable for reimbursing the cost of

- A) the incorrect fuel or
- B) damage caused by the driving of the Property by anyone having knowledge that it had been incorrectly fuelled

Surrounding Property and Goods Lifted

The Cover provided by these Sections of the Policy is extended to include

- A) Damage (subject to any exclusions) to property not described in the Schedule belonging to the Policyholder or in the custody or control of the Policyholder caused by accidental external impact with any item of Property covered by this Section or with the contents or load being handled by such Property

- B) Damage (subject to any exclusions) to goods in the custody or control of the Policyholder caused by accidental external impact due to the Policyholder's negligence whilst being handled by any item of Property covered by this Section

Provided that the liability of the Company shall not exceed £25,000 in respect of such Damage during any Period of Insurance

Temporary Cover in Europe and Transit by Sea

The Cover provided by these Sections of the Policy is extended to include

- A) Damage to Property whilst temporarily situated or in transit anywhere in the European Economic Area (EEA)
- B) Damage to Property occurring whilst the Property is in transit to or from the European Economic Area (EEA) by sea on roll-on roll-off ferry only

Provided that the liability of the Company shall not exceed £100,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause

Temporary Repair and Expediting Costs

The Cover provided by these Sections of the Policy is extended to include the necessary and reasonable costs incurred by the Policyholder with the consent of the Company in effecting temporary repairs and expediting permanent repair reinstatement or replacement of Property suffering Damage for which liability is admitted under this Policy

Provided that the liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause 10% of the normal cost of repair reinstatement or replacement of the Property or £25,000 whichever is the lesser which shall be in addition to the Sum Insured stated in the Schedule

Theft From Unattended Vehicles

The Cover provided by these Sections of the Policy includes Damage to Property stored in vehicles provided that the liability of the Company shall not exceed £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause in respect of theft from unattended vehicles

Condition Applicable to the Owned Contractors Plant and Hired in Contractors Plant Sections

Hiring Out Condition

- 1) When hiring out Property the Policyholder shall on all hires
 - A) retain a signed copy of the hire agreement
 - B) obtain photo-identity in the form of a UK driving licence or passport take copies and retain
 - C) seek proof of identity in the form of letter headed stationery or a utility bill a copy of which must be retained
- 2) The above requirements do not apply to hires where
 - A) a credit agreement has been established and
 - B) the Policyholder has had an established pattern of trading with the hirer for more than twelve months and
 - C) the hire is transacted under the Policyholder's normal form of hire contract and
 - D) the hirer concerned has not suffered a loss which has resulted in a claim under this Policy
- 3) When establishing a credit agreement the Policyholder shall
 - A) obtain two trade or bank references which are followed up and retained and
 - B) get a standard credit account application form completed which is retained
- 4) For hires where a credit agreement has not been established the Policyholder shall only accept payment by credit or debit card

Machinery Movement

Cover

Damage To Property

In the event of Damage (subject to any exclusions) to Property detailed in the Schedule under the Machinery Movement Section happening during the Period of Insurance whilst anywhere within the Territorial Limits and whilst in the course of the Operations covered and specified in the Schedule and at the time of such Damage the Property

- A) is less than or equal to 1 year old from the date of sale as new the amount payable by the Company shall be Reinstatement
- B) is more than 1 year old from the date of sale as new the Company will pay to the Policyholder the value of the Property at the time of the Damage or the cost of repair of the Damage to a condition substantially the same as but not better or more extensive than the condition at the time of the Damage or at its option reinstate or replace such Property

Limit Of Liability

The liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured set against each item in the Schedule under this Section

Memoranda

Automatic Restoration Of Sum Insured

In the event of Damage for which indemnity is provided by this Section of the Policy the Sums Insured stated in the Schedule will be automatically restored without additional cost in respect of Damage the cost of which does not exceed £10,000

Condition

Onus Of Proof

The onus shall be on the Policyholder to prove that any Damage arose as a result of an identifiable occurrence for which indemnity is provided by this Section of the Policy

Exclusions

This Section of the Policy does not cover

Breakdown

Damage to Property by its own explosion mechanical or electrical breakdown failure breakage or derangement

Advanced Business Interruption

Cover

Loss Of Gross Profit

In the event of Damage for which liability has been admitted under the Contract Works or Machinery Movement Sections of this Policy causing interruption or interference with the Works or Operations stated in the Schedule resulting in a Delay to the Scheduled Date of Commencement of the Business the Company will pay to the Policyholder the amount of loss resulting from such Delay in accordance with the following provisions

The Cover provided by this Section of the Policy is

A) Reduction in Turnover

and

B) Increase in Cost of Working

and the amount payable by the Company as indemnity thereunder shall be

- A) in respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Delay
- B) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Delay but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Delay

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced

Limit Of Liability

The liability of the Company shall not exceed in any Period of Insurance

A) The Estimated Gross Profit stated in the Schedule

B) In respect of each other item the Sum Insured stated herein

Advanced Business Interruption

Cover

Loss Of Gross Revenue

In the event of Damage for which liability has been admitted under the Contract Works or Machinery Movement Sections of this Policy causing interruption or interference with the Works or Operations stated in the Schedule resulting in a Delay to the Scheduled Date of Commencement of the Business the Company will pay to the Policyholder the amount of loss resulting from such Delay in accordance with the following provisions

The Cover provided by this Section of the Policy is

A) Loss of Gross Revenue

and

B) Increase in Cost of Working

and the amount payable by the Company as indemnity thereunder shall be

A) in respect of Loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Delay

B) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Delay but not exceeding the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Delay

Provided that if the Sum Insured by this item be less than the Annual Gross Revenue (or a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced

Limit Of Liability

The liability of the Company shall not exceed in any Period of Insurance

A) the Estimated Gross Revenue stated in the Schedule

B) in respect of each other item the Sum Insured stated herein

Advanced Business Interruption

Memoranda

Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover or Gross Revenue due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the Situation or elsewhere

Alternative Trading

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Situation for the benefit of the Business either by the Policyholder or by others on behalf of the Policyholder the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period

Denial of Access (Non-Damage)

This Section of the Policy is extended to cover interruption of or interference with the Policyholder's Business in consequence of access to the Premises being hindered or prevented as a result of the actions or advice of a government or local authority due to an emergency arising which is likely to endanger life or property at or in the immediate vicinity of the Premises provided that there shall be no liability under this Extension for;

- 1) any loss as insured involving an interruption of less than 24 hours continuous duration
- 2) any period other than the actual period of hindrance or prevention of access to the Premises
- 3) any consequence of physical Damage
- 4) any consequence of labour disputes, infectious or contagious diseases drought
- 5) any consequence arising from any cause within the control of the Policyholder
- 6) any action for which the Policyholder has been given prior notice of more than 4 hours by such government or local authority

Special Condition

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 3 months

The liability of the Company in respect of this Extension shall in no case exceed £100,000 or as otherwise specified in the Schedule whichever is the lesser amount

Departmental Trading

If the Business is conducted in departments the independent trading results of which are ascertainable the Cover shall apply separately to each department affected by the Damage

Option To Convert To Output

In respect of any loss insured by this Section of the Policy the Policyholder shall have the option to convert the basis of

settlement from Turnover to output or such other basis as may more realistically measure the loss

For this purpose output shall mean the sale value of materials produced by the Policyholder in the course of the Business at the Situation provided that only one basis shall be operative in connection with any one loss

Payments On Account

Where liability under this Section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

Professional Accountants Charges

Any particulars or details contained in the Policyholder's books of account or other business books or documents which may be required under Claims Condition – Action By The Policyholder for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Policyholder the reasonable charges payable by the Policyholder to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition – Action By The Policyholder and reporting that such particulars or details are in accordance with the Policyholder's books of account or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section of the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the Company's liability

Exclusions

This Section of the Policy does not cover loss resulting from

Financial Deficiency

Non availability of funds for the repair or replacement of Property suffering Damage

Improvements

Alterations additions improvements rectification of defects or faults or elimination of any deficiencies carried out during repair or replacement of Property suffering Damage

Penalties

Penalties or fines for lack of performance loss or breach of contract late completion or non completion of orders

Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items insured by the insurances shown as operative in the Terrorism Insurance section of the Schedule is extended to include Terrorism Insurance as specified below.

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom in so far and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

- A) subject to Exclusions 1-3 below,
 - B) not subject to any other exclusions stated in this Policy
- provided also that the Company's liability in any one Period of Insurance shall not exceed:
- i) in the whole the total Sum Insured
 - ii) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in this Policy

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Policyholder's Contribution

Territory	Limit of Liability
A) Great Britain	As otherwise specified in this Policy
B) Elsewhere in the world	Not insured

Conditions

- 1) In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Terrorism Insurance the burden of proving that such Damage or loss is covered shall be upon the Policyholder
- 2) Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- 3) If this Policy is subject to any Long Term Agreement/ Undertaking it does not apply to Terrorism Insurance

All the terms definitions provisions conditions and extensions of this Policy apply except in so far as they are hereby expressly varied

Exclusions

Terrorism Insurance does not cover:

1) Riot civil commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2) Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

- A) Damage to or the destruction of any Computer System; or
- B) any alteration modification distortion erasure or corruption of Data

in each case whether the property of the Policyholder or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

3) Nuclear Risks and Chemical, Biological and Radiological Contamination

in respect of Residential Property insured in the name of a Private Individual:

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

Special Provision

'Cyber Terrorism'

This Special Provision applies to Property situated within Great Britain only and does not apply to Residential Property insured in the name of a Private Individual

Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

- i) results directly (or, solely as regards ii. c) below, indirectly) from fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any Computer System;

and

- ii) comprises

- A) the cost of reinstatement replacement or repair in respect of damage to or destruction of Property insured by the Policyholder;

or

- B) the amount of business interruption loss suffered directly by the Policyholder by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either;

- i. damage to or destruction of Property insured by the Policyholder; or

- ii. as a direct result of denial prevention or hindrance of access to or use of the Property insured by the Policyholder by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Policyholder to which access is affected;

or

- C) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Policyholder to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation, country or state

The meaning of Property for the purposes of this Special Provision shall (additionally to those exclusions within the definition of Property below) exclude:

- A) any money (including Money as defined within this Policy) currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument or any sort whatever;

and

- B) any Data

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of ii. within this Special Provision indirectly results from any alteration modification distortion erasure or corruption of Data because the occurrence of one or more of the matters referred to in i. within this Special Provision results directly or indirectly from any alteration modification distortion erasure or corruption of Data that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision

In no other circumstances than the previous paragraph however will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of Data be recoverable under this Terrorism Insurance

Definitions

Act of Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

Computer Systems means

a computer or other equipment or component or system or item which processes stores transmits or receives Data

Covered Loss means

all losses arising under this Policy as a result of Damage to or the destruction of Property in the Territory the proximate cause of which is an Act of Terrorism

Damage means

accidental loss destruction or damage

Data means

data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatsoever

Denial of Service Attack means

any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Great Britain means

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

Hacking means

unauthorised access to any Computer System whether the property of the Policyholder or not

Nuclear Installation means

any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- A) the production or use of atomic energy or
- B) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- C) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor means

any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Phishing means

any access or attempted access to Data made by means of misrepresentation or deception

Property means

Property Insured (as defined within the Property Damage Insurance section of this Policy) and any other property whatsoever but excluding:

Any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Private Individual means

Any person including

- A) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust
- or
- B) beneficiaries or executors of a will
- or
- C) sole traders

where Residential Property is occupied by a beneficiary or trustee of a trust or a beneficiary or executor of a will or sole trader as their private residence(s) unless more than 20% commercially occupied.

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

Residential Property means

houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

Virus or Similar Mechanism means

any program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage, interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

Conditions Applicable To All Sections

Cessation Of Work

If from any cause work on the site of The Works shall cease for a period exceeding 3 consecutive months then the Company shall have no liability for Damage occurring upon such site unless otherwise expressly stated and agreed by the Company in writing

Failure to comply with the following Conditions will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

Emptying Of Tanks

From the time of commencement of emptying fluid from any tank the Policyholder shall ensure that all valves and vents intended to be open shall be padlocked in an open position

Where covers of such valves and vents cannot be padlocked in an open position they shall be dismantled and placed in a secure store until completion of emptying operations

Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulations 8 and BS7121 specification for multiple lifting

Reasonable Precautions

The Policyholder shall take all reasonable precautions to prevent Damage

Maintenance and Inspection

The Policyholder shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested

Exclusions Applicable To All Sections

This Policy does not cover

Aggregate Time Excess

The effects on the Business experienced during the period of any Aggregate Time Excess stated in the Schedule

Corrosion Or Erosion

Damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to Damage to any other part of the Property free from such corrosion or erosion

E-Risk: Virus and Hacking

Losses that arise directly or indirectly from

- A) the transmission or impact of any Virus
- B) unauthorised access to a System
- C) Failure of a System
- D) Damage arising out of any misinterpretation use or misuse of Data
- E) Denial of Service Attacks

Financial Loss

loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy

Ingress

Damage to Property caused by materials being processed or foreign bodies entering the Property with the materials being processed

Nuclear

Damage to

- A) nuclear material
- B) any constructional work including decommissioning in or of any building plant equipment or other property which has been used or is designed to be used for the production or use of nuclear material without the prior agreement of the Company

Policyholder's Contribution

the Policyholder's Contribution stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of the Policy

Pollution Or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) Damage caused by pollution or contamination which itself results from any Damage

Radioactive Contamination

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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

Rubber Tyres

Damage to rubber tyres unless such Damage arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such Damage arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable

Terrorism

Unless specifically stated as covered under the All Risks Terrorism Insurance Section in the Schedule Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) In Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by or resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

Transit By Sea And Air

Damage occurring whilst the Property is in transit by sea or air or whilst offshore on rigs or vessels but this exclusion shall not apply to the Temporary Cover in Europe and Transit by Sea Memorandum

Underground Water Damage And Recovery

- A) Damage to Property occurring underground or underwater
- B) Recovery costs and abandonment in respect of Property underground

Unexplained Losses

loss of Property due to theft or otherwise missing unless such loss is identifiable by the Policyholder with a specific occurrence which has been notified under the terms of Claims Condition - Action By The Policyholder

Vehicles Registered For Road Use

Any vehicle for which a road fund licence and/or certificate of motor insurance is required other than mechanically or electrically propelled contractors plant

War

Damage caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

Water Borne Vessels

Damage to waterborne vessels or craft or Property on such vessels or craft but this exclusion shall not apply to the Temporary Cover in Europe and Transit by Sea Memorandum

Wear And Tear

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to Damage to any other part of the Property free from any such condition

General Conditions Applicable To All Sections

Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

Alteration

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Policyholder's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration

Cancellation

This Policy may be cancelled

- A) by the Company sending thirty days notice to the Policyholder's last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- B) by the Company sending seven days notice to the Policyholder's last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- C) by the Policyholder who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

Non Payment/Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling

Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded

Declaration

The Premium payable under this Policy is provisional and subject to adjustment

At the end of each period of insurance the Policyholder shall declare to the Company any information specified as Declaration Information in the Schedule or in the Policy where the Section is stated as being covered in the Schedule

The actual premium shall be calculated at the rates applicable on the amounts declared

If the actual premium differs from the provisional premium the Policyholder shall pay or the Company shall refund the difference subject to a minimum retention by the Company of any Minimum Retained Premium referred to in the Schedule or 50% of the provisional premium whichever is the greater

Economic Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the Premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Clause Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company have agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

Limit Of Liability

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the Policyholder parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- A) unless Reinstatement commences and proceeds without unreasonable delay
- B) until Reinstatement has been carried out
- C) if the Property insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Company shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time

Right To Examine

The Company representatives shall have the right to examine the Property at all reasonable times

Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

Claims Conditions Applicable To All Sections

Abandonment

The Policyholder shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not

Action By The Policyholder

- A) In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy the Policyholder shall provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company
- B) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Policyholder shall
- i) notify the Company without delay
 - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
 - iv) deliver to the Company at the Policyholder's expense
 - 1) full information in writing of the loss
 - 2) details of any other insurances on any Property hereby insured

within 30 days after such Damage (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow

 - 3) all such proofs and information relating to the claim as may be reasonably required
 - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- C) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Business Interruption the Policyholder shall also
- i) deliver to the Company at the Policyholder's expense within 7 days of its happening full details of any loss caused by riot civil commotion strikers locked-out workers taking part in labour disturbances or malicious persons
 - ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators Where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Company

Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any Damage covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

Rights of Recovery

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

Preferred Suppliers

We take pride in the claims service we offer to our customers our philosophy is to repair or replace lost or damaged property where we consider it appropriate and we have developed a network of contractors repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement then payment will normally not exceed the amount we would have paid our preferred supplier

Claims Contact Details

RSA Group
Construction, Engineering & Renewable Energy Claims
17 York Street
Manchester
M2 3RS

Tel No: 0330 1024026
Fax No: 0161 235 3468

Email: engineering.claims@uk.rsagroup.com

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Our complaints process

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

- We will:
- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at
crt.halifax@uk.rsagroup.com

