

Site Insurance Policy

Comprehensive Cover
for Self-Build,
Renovation or
Conversion Projects



BuildCare Site Insurance policy

I) Here is Your new Insurance

This contract of insurance is a contract between **You** and **Us** administered by Sennocke International Services Ltd on **Our** behalf.

It consists of:

- a) the policy including the coverage sections which give details of the cover being provided ;
- b) the **Schedule** which shows the definitive details applicable to this insurance such as the name of the **Insured**, the **Period of Insurance**, the **Project**, the **Territorial Limits**, the **Sums Insured** and other such particulars;
- c) the Provisions and any **Endorsements** which might apply to this insurance or individual sections of this insurance and which incorporate cover amendments and such like.

This policy is underwritten in accordance with the authorisation granted to Sennocke International Insurance Services Ltd by AXA XL Insurance Company UK Limited under Binding Authority Number referred to in the **Schedule**.

Please examine this document to make sure that **You** have the cover that **You** require. If **You** have any query or need to make any variations or amendments, please contact Self-Build Zone on 0345 230 9874.

In consideration of the payment of the premium by **You**, **We** agree to provide insurance to **You** in the manner described in each section of this policy against the events set out herein which occur during the **Period of Insurance** and within **Territorial Limits** as shown in the **Schedule**.

This insurance will not be in force unless the premium has been paid in cleared funds to Sennocke International Insurance Services Limited.

This insurance is **Project** based during the **Period of Insurance** and will expire no later than the expiry date shown in the **Schedule**. Should **You** require a further period to complete **Your Project** then please contact Self-Build Zone.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

II) Accessibility

Upon request Self-Build Zone can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this Policy was arranged.

III) Regulatory Information

AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority (firm Reference No 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Registered in England Number 5328622

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office, 8 St Stephen's Green, Dublin 2 Ireland.

Registered in Ireland Number 659610

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

BuildStore Insurance Services Limited

BuildCare is a trading style of BuildStore Insurance Services Ltd which is an Appointed Representative of Sennocke International Insurance Services Ltd, and is authorised and regulated by the Financial Conduct Authority. (Firm Reference Number 610872).

Registered office 8 Houstoun Interchange Business Park, Livingston, Scotland. EH54 5DW

Sennocke International Insurance Services Ltd is responsible for the administration of BuildCare Structural Warranty and is authorised and regulated by the Financial Conduct Authority.

Sennocke International Insurance Services Limited

Sennocke International Insurance Services Limited is acting as the Administrator for the Insurer(s). Sennocke International Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No 309040). Registered Office 6 Pembroke Road, Sevenoaks, Kent TN13 1XR.

IV) Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless otherwise agreed in writing, this policy is governed by the English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

V) Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

VI) Information You have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a) treat this policy as if it never existed;
- b) decline all claims; and
- c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;

- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy;

In accordance with the Cancellation and Cooling-Off Period.

VII) Change in Circumstances

You must tell **Us** through Self-Build Zone as soon as practicably possible of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example, **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

VIII) Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently cause and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

IX) Cancellation and Cooling-off Period

Insured's right to cancel during Cooling-off Period

You are entitled to cancel this policy by writing to **Us** through Self-Build Zone within thirty (30) days of either:

- the date **You** receive this policy; or
- the start of the **Period of Insurance**,

Whichever is the later.

Any return premium due to **You** will depend on how long this policy has been in force and whether **You** have made a claim.

Insured's right to cancel after Cooling-off Period

You can cancel this policy after the cooling-off period by writing to **Us** through Self-Build Zone. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full premium is due.

Insurer's right to cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or

- (iii) non-co-operation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** thirty (30) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

X) Third Party Rights

A person who is not a party to this contract of insurance has no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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Contacting Us

You can contact Self-Build Zone (as administrator of this insurance) as follows. Please have the policy number available.

1 Customer Services:

For all general enquiries during the hours of 9.00am and 5.00pm Monday to Friday:

Telephone +44(0)345 230 9874
Email customerservice@selfbuildzone.com

2 Claims:

For all claims during the hours of 9.00am to 5.00pm Monday to Friday:

Telephone +44(0)345 230 9874
Email claims@selfbuildzone.com

3 Claims:

For all claims outside the hours stated in item 2 please contact the **Insurer's** Representative:

Charles Taylor Adjusting:

Telephone +44(0)20 7608 1334
Email sbzclaim@ctplc.co.uk

Services and Complaints Procedure

I) The Services

Our Promise to You:

- a) **We** will acknowledge complaints promptly.
- b) **We** will investigate quickly and thoroughly.
- c) **We** will keep **You** informed of progress.
- d) **We** will do everything to resolve **Your** complaint fairly.
- e) **We** will learn from **Our** mistakes and use **Your** feedback to continually improve **Our** service.

II) What to do if You have a Complaint

We are dedicated to providing **You** with a high-quality service and **We** want to ensure that **We** maintain this at all times. If **You** have any questions or concerns about the policy or the handling of a claim please contact Self-Build Zone and have the policy number of claim reference available. The contact details are:

Self-Build Zone
6 Pembroke Road
Sevenoaks
Kent
TN13 1XR
Telephone: 01732 742 102
Email: complaints@selfbuildzone.com

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
Telephone: +44(0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on behalf AXA XL Insurance Company UK Limited in the administration of complaints.

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or **You** have not received a final decision within eight (8) Weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Email: complaints.info@financial-ombudsman.org.uk
Telephone: From within the United Kingdom
0800 0234 567 calls to this number are free on mobiles and landlines

0300 1239 123 calls to this number cost no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their Website: www.financial-ombudsman.org.uk.

III) Your Rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

IV) Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their Website: www.fscs.org.uk

V) Fair Processing Notice

Sennocke International Insurance Services Limited

Sennocke International are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims.

Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our full Privacy Notice at www.sennocke.co.uk/privacy-policy.

AXA XL Insurance Company UK Limited

For information about how AXA XL Insurance Company UK Limited processes **Your** personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: dataprivacy@axaxl.com.

Charles Taylor Adjusting.

For information about how Charles Taylor Adjusting processes **Your** personal information, please see full privacy notice at: <https://www.charlestaylor.com/en/legal-statements/privacy-policy/>

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: dpo@charlestaylor.com.

Claims Procedure

It is necessary for the **Insured** to follow the claims procedure set out herein, , if the **Insured** fails to comply with the claim's procedure the **Insurer** shall be entitled to refuse to pay or reduce any claim under this policy.

1 Notice of Claims

a) In the event of any occurrence which may give rise to a claim under this insurance, the **Insured** shall as soon as practicably possible give notice to Self-Build Zone and provide full details in writing using the claim form supplied following notification as far as practicable; there shall not be any alteration or repair until the **Insurer** shall have had an opportunity of inspecting. Every claim notice, letter or writ process or other document served on the **Insured** shall be forwarded to Self-Build Zone as soon as practicably possible on receipt. Notice in writing shall also be given as soon as practicably possible to the **Insurer** by the **Insured** of any impending prosecution inquest or fatal inquiry in connection with any such event.

b) In the case of theft, loss or wilful damage to the **Insured Property**, the **Insured** shall give notice to the police and follow their advice.

2 What to do in the event of an Accident under Section 3

i) In the event of an **Accident** which causes or may cause a claim Self-Build Zone should be advised as soon as practicably possible.

ii) The injured person must as soon as practicably possible seek the attention of a duly **Qualified Medical Practitioner**. Notice must be given to Self-Build Zone in the event of the death of the **Insured** resulting or alleged to result from an **Accident**.

iii) The **Insured** must provide the **Insurer** or the **Insurers'** medical adviser with the necessary authorisation to access or obtain all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as the **Insurer** considers necessary to examine the **Insured**.

iv) The **Insured** must provide Self-Build Zone with written details of what has happened and provide any other information the **Insurer** may require.

3 Admission of Liability

The **Insured** shall make no admission of liability or offer promise of payment without the written consent of the **Insurer**.

4 Diminution of Loss or Damage

The **Insured** shall carry out and permit any practicable action to be taken to diminish any loss or damage and at the request and expense of the **Insurer** do and co-operate with measures that may be required.

5 Control of Claims

- a) The **Insurer** shall be entitled, if it so desires, to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or liability or otherwise.
- b) The **Insurer** shall have full discretion in the conduct and control of any proceedings and in the settlement of any claim against the **Insured** and the **Insured** shall give all such practicable assistance as the **Insurer** may require.
- c) The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence and settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall provide all such practicable assistance as the **Insurer** may require.
- d) The **Insured** shall not accept any payment or make or accept any settlement or arrangement in respect of any loss or damage without the written consent of the **Insurer**.

6 Waiver of Subrogation Rights

Any waiver of rights shall be at the expense of the **Insured**. However, where the **Contract** or **Project** is undertaken in accordance with any of the Joint Contracts Tribunal Standard Forms of Building Contract incorporating the 2009 Amendments, and any subsequent to the insurance and Related Liability Provisions (or the equivalent thereof), it is agreed that in respect of loss or damage caused by any of the "Specified Perils" (as defined in such JCT Standard Forms of Building Contract) to the **Project** executed and unfixed materials and goods placed on or to the **Project** and intended for incorporation therein the **Insurer** will not pursue any rights of subrogation against any nominated or domestic sub-Contractor.

7 Insurer's Rights to Methods of Settlement

- a) In respect to Section 1 – Construction Project, the **Insurers'** liability shall be limited to the actual monetary value of the property lost or damaged at the time of such loss or damage.

If the **Sum Insured** is under-estimated, which means the cost of rebuilding the **Insured Property** at the time of loss or damage is more than the **Sum Insured**, then the **Insurer** will adjust the loss or damage by the proportion that the **Sum Insured** is under-estimated and will pay only that proportion of the claim. For example, if the **Sum Insured** only covers one half of the cost of rebuilding the **Insured Property**, the **Insurer** will only pay one half of the cost of repair or replacement.

The **Insurer** will not pay more than the **Sum Insured** stated in the **Schedule**.

- b) In respect to Section 4 – Personal Possessions, the **Insurer** may at their option repair, reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money.
- c) The **Insurer** shall not be responsible for the cost of any alterations, additions, improvements, betterment or overhauls carried out on the occasion of a repair.

8 Other Insurance

The **Insurer** will not pay any claim if any loss, damage, expense or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause 8 does not apply to Section 3 - Personal Accident.

9 Discharge of Liability

The **Insurer** may pay to the **Insured** the maximum sum payable under this insurance in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the **Insurer** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

Definitions

Wherever the following words appear in bold in the **Schedule** and the policy wording they will have the meanings shown below.

Accident (Accidental)

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.

Accident shall also include disappearance. If the **Insured** is not found within twelve (12) months of disappearing, and sufficient evidence is produced satisfactory to the **Insurer** that leads them inevitably to the conclusion that the **Insured** has sustained **Bodily Injury** and that such injury has caused the **Insured's** death, the **Insurer** shall forthwith pay any death benefit, where applicable, under this insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the **Insurer** if the **Insured** is subsequently found to be living.

Accident shall also include exposure. If the **Insured** sustains **Bodily Injury** as a direct result of unavoidable exposure to the elements such injury shall be considered to have been caused by **Accident**.

Additional Persons Insured

The **Insured** shall also mean and will include:

- a) in the event of the death of the **Insured**, any personal representative of the **Insured** in respect of liability incurred by the **Insured**;
- b) if the **Insured** so requests:
 - i) any director or partner of the **Insured**;
 - ii) any person employed by the Insured under a Contract of service or apprenticeship;
 - iii) any person working for the Insured if the Insured would have been entitled to cover under this insurance;
- c) in respect to Sub-section 2.1 **Employers Liability**, and Sub-section 2. 2 **Public Liability**, if the **Insured** so requests any principal with whom the **Insured** has entered into an agreement for or including the performance of work within the **Territorial Limits** as far as is necessary to meet the requirements of such agreement but only in respect of injury, illness, disease, loss or damage arising out of the performance of such work by the **Insured**.
- d) in respect to Section 2.2 **Public Liability** and Sub-section 2.3 **Products Liability** (Deliberate Acts Provision), the spouse of any person specified in paragraph b) above.

Bodily Injury	<p>Identifiable physical injury which:</p> <ul style="list-style-type: none"> • is caused by an Accident, and • solely and independently of any other cause, (except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury), which results in the Insured's death or disablement within twelve (12) months from the date of the Accident.
Bone Fracture	A fracture of one or more bones as listed in the Schedule .
Communicable Disease	Any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.
Completion / Completed	The completion of the Project as certified by the Supervising Construction Consultant and set out in the Contract and/or the physical completion of the Project to the standards required and certified under the Building Regulations 2010 or any amendment thereto, if applicable. Occupancy of any built part of the Project does not in itself constitute Completion if the foregoing requirements are not satisfied.
Computer System	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, 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, owned or operated by the Insured or any other party.
Construction Phase	From the time the site is clear for the Project to commence until the date the Project reaches Completion .
Construction Plant	Tools, tackle, plant and such other equipment belonging to the Insured or for which the Insured is responsible under the terms of a hire purchase or lease agreement.
Contract	The building Contract for the execution of the Project on the Site as specified in the Schedule .
Contractor/Sub- Contractor	Any person(s) or company(ies) with whom the Insured has entered into an agreement or Contract to undertake the Project , in whole or in part, on behalf of the Insured .

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

means:

-any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

-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**.

Direct Transit

Conveyance of the **Insured Property** directly to or from the **Project** including loading on to and unloading from the transport vehicle, including any storage enroute, but this shall not include:

- a) any transit where the **Project** is not the direct destination or starting point of such transit; or
- b) any transit which includes an overnight stoppage, unless necessitated solely in consequence of the duration of such transit.

Employee

For all the purposes of this insurance, (other than as stated in paragraph b) (ii), of the definition of **Additional Persons Insured**):

- i) labour masters and persons supplied by them.
- ii) labour only sub-**Contractors**.
- iii) persons employed by labour only sub-**Contractors**.
- iv) self-employed persons.
- v) drivers and/or operators of plant hired to the **Insured**.
- vi) persons gaining work experience.
- vii) any other person hired or borrowed by the **Insured**.
- viii) voluntary workers working for the **Insured** in connection with the **Contract** shall be considered to be employed by the **Insured** under a **Contract** of service or apprenticeship

Endorsement

A change in the terms and conditions of this insurance agreed by the **Insurer** which could amend or restrict cover.

Excess

The first part of each and every claim, for which the Insured is responsible as stated in the **Schedule**

Existing Structure

Any existing structure on the **Site** as specifically named and identified in the **Schedule**.

Indirect Losses

Costs which are incurred as a direct consequence of the event which led to a claim under the insurance. The **Insurer** will not pay for any indirect losses which result from the incident that caused **You** to claim, unless expressly stated herein. For example, the **Insurer** will not be liable for any loss of profit, liquidated or un-liquidated damages, penalties for delay, non-completion detention or in connection with guarantees of performance or efficiency or loss of use, increased cost of working, loss of **Contracts**, loss arising out of delay in completing or negotiating **Contracts**.

Insured/You/Your

The person or persons named as such in the **Schedule** or their successor in title or any mortgagee or lessee whose interest is noted in the **Schedule**.

Insured Person

The **Insured** or immediate family member living with the **Insured**.

Insured Property

The **Project**, and materials for incorporation therein, plant, tools, equipment, property hired-in, huts, temporary buildings, residential caravans and contents thereof, as specified in the **Schedule**. **Insured Property** does not include electronic data.

Insurer/We/Our

AXA XL Insurance Company UK Limited.

Legal Costs	Legal fees and costs properly incurred by the Insured's solicitor, with the Insurer's prior written authority including costs incurred by another party for which the Insured is made liable by a court order, or may pay with the Insurer's consent in pursuit of a civil claim within the United Kingdom arising from an incident which gives rise to a claim under this insurance.
Loss of limb	Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of the Insured Person's hand, arm, foot or leg.
Loss of sight	Permanent and total loss of sight which the Insurer will consider as having happened: <ul style="list-style-type: none"> • in both eyes, if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or • in one eye if, after correction, the degree of sight the Insured Person has left is 3/60 or less on the Snellen scale.
Money	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, all held for private or domestic purposes. Money does not include electronic data.
Period of Insurance	The length of time for which this insurance is in force as shown in the Schedule and for which the Insured has paid, and the Insurer has accepted a premium.
Permanent Total Disablement	Disablement which entirely prevents the Insured Person from attending to any business or occupation for which the Insured Person is reasonably suited by training, education or experience and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement as certified by a Qualified Medical Practitioner .
Professional Reinstatement Cost	The cost (in terms of materials and professional labour) to reinstate the Project if the property was destroyed at the end of the Construction Phase , excluding the value of the Project , to include professional fees.
Project	All works executed or in the course of execution by the Insured on the Site and all Insured Property or other property for the purposes of the execution of such works. Project does not include electronic data.

Qualified Medical Practitioner	Medical/dental practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include an Insured Person or a member of the Insured Person's family.
Schedule	The Schedule of Site insurance is part of this contract of insurance and contains details of the Insured , the Project , the Sums Insured , the Period of Insurance and the Sections which apply.
Site	Such location identified in the Schedule where the Project is to be undertaken.
Sum Insured/Limit of Liability	The maximum amount the Insurer will be liable for and shall not exceed the amount stated in the Schedule .
Supervising Consultant	<p>Any person or persons operating as such and having the following United Kingdom qualifications, or such equivalent qualification:</p> <p>FRICS, MRICS - Fellow or Member of the Royal Institution of Chartered Surveyors.</p> <p>FIStructE, MIStructE - Fellow or Member of the Institution of Structural Engineers.</p> <p>FCIOB, MCIOB - Fellow or Member of the Institute of Building.</p> <p>FBEng, MBEng - Fellow or Member of the Association of Building Engineers.</p> <p>MBIAT - Member of the British Institute of Architectural Technologists.</p> <p>MRIBA, ARIBA, FRIBA - Member, Associate or Fellow of the Royal Institute of British Architects.</p> <p>FICE, MICE - Fellow or Member of the Institute of Civil Engineers.</p> <p>FSVA, ASVA - Fellow or Associate of the Institution of Valuers and Auctioneers.</p> <p>LABC - Local Authority Building Control.</p> <p>AI's - Inspectors registered with the Construction Industry Council (CIC) which is designated by government as a body for approving Inspectors in accordance with Section 49 of the Building Act 1984 and regulation 4 of the Building (Approved Inspectors etc.) Regulations 2010.</p>

Terrorism

An act including for example the use of force or violence and or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear.

Territorial Limits

United Kingdom.

Unattended Vehicle

A vehicle with no one in charge keeping it under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Wear and Tear

A reduction in through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.

Conditions

Abandonment

No **Insured Property** may be abandoned to the **Insurer**. The **Insured Property** shall remain the **Insured's** at all times. The **Insurer** will not take ownership of, accept liability for, sell or dispose of any of its **Insured Property** unless the **Insurer** agrees with the **Insured** in writing that the **Insurer** shall do so.

Access

The **Insurer** may at any reasonable time inspect the **Project**. The **Insured** shall afford reasonable facilities for the **Insurer** or their representatives to carry out a survey of the risks covered by this policy.

Adjustment

If the premium for any part of this insurance has been calculated on any estimates given by the **Insured** then the **Insured** shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the **Insurer** to inspect such record.

Cessation of the Project

If work ceases on the **Project** for a continuous period in excess of sixty (60) days this insurance shall be suspended at the end of the sixtieth day, unless immediate written notice has been given to the **Insurer** providing them with reasons as to why the work has ceased and the **Insurer** has specifically agreed otherwise.

Reasonable Care

The **Insured** shall take all practicably possible steps:

- a) to prevent any event which may give rise to a claim under this insurance;
- b) to ensure the **Site** and the **Insured Property** are maintained in safe and proper order and repair;
- c) in the selection and supervision of all **Contractors**, **Sub-Contractors** and/or other persons who may be involved in the **Contract** and/or the **Project**;
- d) to comply with all statutory and other obligations and regulations imposed by any authority;
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

In the event of breach of any of the terms above, the **Insurer** shall have no liability under this policy, unless the **Insured** shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Recoveries

The **Insurer** is entitled to control and settle any claim and to take proceedings at their cost but in the name of the **Insured** to secure compensation from any third party in respect of anything covered by this insurance.

Suspension of Cover

The **Insurer** may at any reasonable time inspect the **Project** and in the event of any defect(s) or dangerous, unsafe or

undesirable condition(s) in relation to the **Project** being apparent, the **Insurer may give thirty (30) days' notice to the Insured** in writing to the contact address stated in the **Schedule** that this insurance shall be suspended until such defect(s) or dangerous, unsafe or undesirable condition(s) shall have been rectified.

Exclusions

(Applicable to all Sections except Section 3)

This insurance does not cover:

Biological or Chemical Materials

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Indirect loss or damage

Costs which are incurred arising out of **Indirect Losses**.

Radioactive Contamination & Explosive Nuclear Assemblies

- a) loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed by or arising from

- i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However, in respect to injury to or illness or disease arising out of and in the course of their employment by the **Insured** this Exclusion shall apply only in respect of liability:

- i) of any principal;
- ii) assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement.

Sonic Bangs

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

Terrorism

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also does not cover damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of **Terrorism**.

War

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition or destruction of or damage by or under the order of any government or public or local authority.

Water Table

Loss or damage resulting from a change in the water table level.

Cyber and Data Exclusion (applicable for Sections 1, Sections 3 and Section 4)

Loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, we will still cover damage resulting from that fire or explosion.

- (b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Cyber and Data Total Exclusion (Applicable for Section 2. This Exclusion does not apply to the Data Protection Act 1998 and the Data Protection Act 2018 Extensions of Sub-section 2.2 Public Liability and to the Sub-section 2.1 Employers Liability)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- 1.1 **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**; or

- 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Communicable Disease Exclusion

Any loss, damage, claim, cost, expense, or other sum of any nature whatsoever, directly or indirectly based upon, arising out of, attributed to, caused by, or relating to, in whole or in part:

1. any **Communicable Disease** (actual, threatened, perceived or suspected); or
2. any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at an insured location that is/are possibly infected with a **Communicable Disease** or is/are actually infected with a **Communicable Disease** shall not constitute loss or damage, whether physical or otherwise.

Section 1 - Construction Project

What is covered

This Section covers

In the event of direct physical loss of or damage to the **Insured Property** occurring on or adjacent to the **Project** during the **Period of Insurance**, the **Insurer** will cover the **Insured** against such loss of or damage to the **Insured Property**, up to the **Sum Insured** stated in the **Schedule**. Provided that such **Insured Property** belongs to the **Insured**, or for which the **Insured** is responsible under a written **Contract** and is intended for use on the **Project** and in connection with the **Project**.

However, in the event of loss or damage the **Insurer** will adjust the claim in accordance with the claim Procedure stated in item 7a) thereof.

EXTENSIONS:

1 Existing Structure

Loss of or damage to **Existing Structure** when specifically named and identified in the **Schedule**.

2 Transit

Loss of or damage to the **Insured Property** whilst in **Direct Transit** anywhere within the **United Kingdom** other than:

- a) by sea or air;
- b) to any mechanically propelled vehicle under its own power;
- c) **Employees'** tools and personal effects;
- d) whilst in or attached to any unattended unless such vehicle is within a locked and secured enclosure compound or building.

3 Public Authorities

Following damage to the **Insured Property** under Items 1 and 2 of the **Schedule**, any additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with building regulations or other regulations in pursuance of any act of parliament or with bye-laws of any municipal or local authority other than:

- a) the cost of complying with any of the said regulations or byelaws;
- i) in respect of damage occurring prior to the commencement of the **Period of Insurance**;
- ii) where notice has been served upon the **Insured** prior to the happening of the damage;
- iii) in respect of undamaged property or portions of property other than foundations of that portion of the property damaged;

What is not covered

This Section does not cover

1 Properties Completed, taken into use and Contract Maintenance Period

Loss of or damage to any part of the **Project**:

- a) after such part has been **Completed** and delivered up to the relevant owner, tenant or occupier, or
- c) after such part has been taken into full use by the relevant owner, tenant or occupier and for which a certificate of **Completion** has been issued.

2 Existing Property

Loss of or damage to **Existing Property** not specifically related to the **Project**.

3 Licensed Road Vehicles

Loss of or damage to any mechanically propelled vehicle, including any trailer attached thereto, licensed for road use and for which a certificate of motor insurance is required – other than a vehicle used solely as a tool of trade on the **Project**.

4 Mechanical Failure

Loss of or damage to **Construction Plant** due to its own mechanical failure.

5 Waterborne Vessels and Aircraft

Loss of or damage to:

- a) any vessel or craft made or intended to float on or in or travel on or through water or air; or
- b) plant, tools, equipment or other things in or on any vessel or craft except whilst in transit by inland waterway.

6 Conditions of Contract

Loss of or damage to property for which the **Insured** is relieved of responsibility by any **Contract** conditions.

7 Defective Property

Loss of or damage to and the costs to replace, repair or rectify the **Insured Property**:

- a) which is in a defective condition due to a defect in design plan, specification, materials or workmanship of such **Insured Property** or any part thereof; or
- b) which is to enable the replacement, repair or rectification of **Insured Property** excluded by 7(a) above;

However, 7(a) shall not apply to other **Insured Property**, which is free from the defective condition and is damaged as a consequence thereof.

b) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which is payable in respect of the property or by the owner thereof, by reason of compliance with any of the said regulations or bye-laws, the work of reinstatement must be commenced and carried out with reasonable dispatch, and may be carried out wholly or partially upon another **Project** (if the said regulations or byelaws so necessitate) subject to the liability of the **Insurer** under this extension not being thereby increased.

The **Insurer's** liability under this Extension 3 is subject to a maximum cover as stated in the **Schedule** in respect of any one claim.

4 Continued Hire Charges Liability

In the event of loss of or damage to an item of **Insured Property** described under Item 6 of the **Schedule** (liability for which has been admitted or would have been admitted but for the application of the **Insured's** retained liability as set out in the **Schedule**) payment for continued hire charges for which the **Insured** is legally responsible under a pre-existing written hire agreement in respect of the lost or damaged item of **Insured Property** during the period in which such **Insured Property** cannot be used as a result of the loss or damage.

Provided that the **Insurer's** liability shall not exceed the amount stated in the **Schedule** in all during the **Period of Insurance**.

5 Additional Costs and Expenses

In the event of loss of or damage to the **Insured Property** described under Items 1 and 2 of the **Schedule** (liability for which has been admitted under this section or would have been admitted but for the application of the **Insured's** retained liability as set out in the **Schedule**) additional costs incurred by the **Insured** in the repair, reinstatement or replacement of such lost or damaged **Insured Property** by way of overtime rates of wages and the cost of special delivery provided that the liability of the **Insurer** in respect of such additional costs shall not be more than 15% of the final agreed value of any claim, before the deduction of the **Insured's** retained liability.

6 Immobilised Plant

The cost of recovery or withdrawal of unintentionally immobilised plant or equipment provided that such recovery or withdrawal is not necessitated solely by electrical or mechanical breakdown or derangement.

For the purposes of this Exclusion the **Insured Property** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **Insured Property** or any part thereof.

8 Normal Upkeep or Making Good

The cost of normal upkeep or making good **Wear and Tear** and general deterioration.

9 Pollution or Contamination

Loss or damage caused by pollution or contamination other than that of or to the **Insured Property**.

10 Inventory Loss

Loss of property by disappearance or shortage which is only revealed when an inventory is made and/or is not traceable to an event.

11 Continued Hire Charges Liability

Continued hire charges accruing during the twenty-four (24) hours immediately following the occurrence of the loss or damage.

12 Loss or damage caused by civil commotion.

13 Contractors' Plant

Loss or damage to **Contractors'/Sub-Contractors'** plant and equipment.

14 Employee's Tools and Personal Effects

Any loss or damage to **Employee's** tools and personal effects recoverable under any other insurance policy.

Additional Conditions applicable to Section 1

1 Statutory Inspections

The **Insured** shall ensure that all plant and equipment which is within their custody requiring inspection under any statute or order is so inspected.

In the event of breach of any of the terms above, the **Insurer** shall have no liability under this policy, unless the **Insured** shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2 Reinstatement of the Sum Insured

In consideration of the **Sum Insured** not being reduced by the amount of any loss, the **Insurer** can request that the **Insured** shall pay the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance** and the **Insured** agrees to comply with any recommendations or other measures that the **Insurer** may require to reduce the risk of further loss or damage.

3 Settling claims

How the **Insurer** will deal with the claim:

a) If the claim for loss or damage is covered under this Section, the **Insurer** will pay the full cost of repair as long as:

- the **Insured Property** is in a good state of repair immediately prior to the loss or damage, and
- the **Sum Insured** is enough to pay for the full cost of rebuilding the **Insured Property** in its present form and
- the damage has been repaired or loss has been reinstated.

It is an important condition that the **Insured Property** is in a good state of repair otherwise the **Insurer** shall have no liability under this policy, unless the **Insured** shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

b) The **Insurer** will not pay the cost of replacing or repairing any undamaged parts of the **Insured Property** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

The Sum Insured

c) The **Insurer** will not reduce the **Sum Insured** under this Section after the **Insurer** has paid a claim as long as the **Insured** agrees to carry out the **Insurer's** recommendations to prevent further loss or damage.

d) If the **Sum Insured** is under-estimated, which means the cost of rebuilding the **Insured Property** at the time of loss or damage is more than the **Sum Insured**, then the **Insurer** will only pay a proportion of the claim. For example, if the **Sum Insured** only covers one half of the cost of rebuilding the **Insured Property**, the **Insurer** will only pay one half of the cost of repair or replacement.

e) The **Insurer** will not pay more than the **Sum Insured** stated in the **Schedule**.

Section 2 - Liability

What is covered

This Section covers

1. The legal liability of the **Insured** during the **Period of Insurance** as stated in Sub-section 2.1 **Employers Liability**; Sub-section 2.2 **Public Liability**; Sub-section 2.3 **Products Liability**.
2. The legal liability of the **Insured** to pay compensation, **Legal Costs**.

The **Insurer** will cover the **Insured** against:

- a) all sums which the **Insured** shall become legally liable to pay for compensation and claimants' costs and expenses in respect of an occurrence specified herein in connection with the **Project**;
- b) all costs and expenses of litigation incurred with the written consent of the **Insurer** in respect of a claim against the **Insured** to which the cover expressed in this section applies;
- c) the payment of any solicitors fee incurred with the written consent of the **Insurer** for representation of the **Insured** at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of cover under this section or at any coroner's inquest or fatal accident inquiry in respect of any such occurrence;
- d) **Legal Costs** and other expenses incurred with the written consent of the **Insurer** and costs of the prosecution awarded against the **Insured** arising out of any prosecution of the **Insured** including an appeal against conviction for a breach or alleged breach during the **Period of Insurance** of Part 2 of the Consumer Protection Act 1987, the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any re-enactment of or amendment to them;
- e) Sports and Welfare Activities and Maintenance of **Insured's** Premises and Private Work - a) the provision and management of canteen, social, sports and Welfare facilities for the benefit of the **Insured's Employees** first aid fire and ambulance services and maintenance of the **Insured's** premises and the provision of security services for the **Insured's** premises; and b) private work carried out by any servant of the **Insured** for a director, partner or **Employee** of the **Insured** without the prior consent of the **Insurer**.

What is not covered

This Section does not cover

1. In respect to Sub-section 2.2 **Public Liability** and Sub-section 2.3 **Products Liability**: for loss or damage resulting from damage occasioned by or happening through or in consequence of civil commotion.
2. Under 2.a) sums in respect of any action for compensation brought in any court outside the European Union;
3. Under 2.d) for any fines or penalties imposed if Sub-section 2.1 – **Employers Liability** is not Covered.
4. Costs and expenses in respect of prosecutions involving the health, safety or Welfare of any person working for the **Insured** and arising out of and in the course of their employment by the **Insured**. This Exclusion does not apply in connection with an occurrence in respect of which the **Insured** is entitled to the cover under Employer's Liability sub-section
5. **Offshore Activities**
Sums in respect of visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
6. **Asbestos**
In respect to Sub-section 2.2 **Public Liability** and Sub-section 2.3 **Products Liability** for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
7. **Animals and Livestock**
In respect to Sub-section 2.2 **Public Liability** for any loss or damage caused by or attributable to animals or livestock owned by the **Insured** or for which the **Insured** is responsible.
8. **Piling and Explosives**
In respect to Sub-section 2.1 **Employers Liability**; Sub-section 2.2 **Public Liability**; Sub-section 2.3 **Products Liability** for loss or damage resulting from damage occasioned by or happening through or in consequence directly or indirectly of work of piling or the use of explosives unless specifically carried out by a bona fide **Contractor** under the **Contract**.
9. **General Data Protection Regulations** In respect to Sub-section 2.2 **Public Liability** for compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act

2018, whether the liability of the **Insured** arises directly or indirectly.

This Exclusion does not apply to the Data Protection Act 1998 and the Data Protection Act 2018 Extensions of Sub-section 2.2 **Public Liability**.

Occurrences

Sub-section 2.1 Employers Liability

The **Insurer** will cover the **Insured** in the event of bodily injury, illness, disease or nervous shock caused during the **Period of Insurance** to any person under a **Contract** of service or apprenticeship with the **Insured** if such **Bodily Injury**, illness, disease or nervous shock arises out of and in the course of their employment by the **Insured** in connection with the **Project** up to but not exceeding in any one **Period of Insurance** the amount of cover stated in the **Schedule**.

Exception to Employers Liability

The Exclusion of **Terrorism, Cyber and Communicable Disease** shall not apply to this Sub-section 2.1 where (i) cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** and (ii) a sub-limit of cover is shown in the **Schedule**.

Provisions applicable to Sub-section 2.1 Employers Liability

Contractual Liability

So far as concerns liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement this Sub-section 2.1 shall apply only if the conduct and control of claims is vested in the **Insurer** but shall not apply to liability in respect of:

- i) liquidated damages or damages imposed by or payable under any penalty clause.
- ii) any **Contract** for or including the performance of work outside the **United Kingdom**.

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with an occurrence in respect of which the **Insured** is entitled to the cover under this insurance the **Insurer** will provide compensation to the **Insured** at the following amounts per day for each day on which attendance is required:

- a) in respect to the **Insured** - GBP250.00
- b) in respect to any person employed by the **Insured** under a **Contract** of service or apprenticeship - GBP100.00

Motor Vehicles

This Sub-section 2.1 shall not apply to liability in respect of **Bodily Injury**, illness, or disease sustained by any **Employee** when the **Employee** is:

- a) carried in or upon a vehicle.
- b) entering or getting on to or alighting from a vehicle.
- c) in circumstances where any road traffic legislation requires insurance or security.

Employers' Liability Tracing Office Notice

Certain information relating to this policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by the **Insured** that the above-named information provided to Insurers will be processed by Insurers, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the **United Kingdom** for employers carrying on, or who carried on, business in the **United Kingdom**, to identify an **Insurer** or Insurers that provided employers' liability insurance.

Sub-section 2.2 Public Liability

The **Insurer** will cover the **Insured** in the event of:

- a) **Bodily Injury**, illness, disease or nervous shock to any person except that arising out of and in the course of their employment by the **Insured** under a **Contract** of service or apprenticeship.
- b) Loss of or damage to physical property not belonging to the **Insured** or in the charge or under the control of the **Insured** or any servant of the **Insured**.
- c) Loss arising from trespass, nuisance, or interference with any easement of air, light, water or way.

Happening during the **Period of Insurance** in connection with the **Contract**, up to but not exceeding in any one **Period of Insurance** the amount of cover stated in the **Schedule**. Unless otherwise stated in the **Schedule** or endorsed hereon, defence costs in respect of which cover is provided by this Subsection 2.2 will be payable in addition to the amount of cover stated in the **Schedule**.

Provisions applicable to Sub-section 2.2 Public Liability

Contractual Liability

So far as concerns liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement this Sub-section 2.2 shall apply only if the conduct and control of claims is vested in the **Insurer** but shall not apply to liability in respect of:

- i) liquidated damages or damages imposed by or payable under any penalty clause.
- ii) any **Contract** for or including the performance of work outside the **United Kingdom**.

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with an occurrence in respect of which the **Insured** is entitled to the cover under this insurance the **Insurer** will provide compensation to the **Insured** at the following amounts per day for each day on which attendance is required:

- a) in respect to the **Insured** - GBP250.00
- b) in respect to any person employed by the **Insured** under a **Contract** of service or apprenticeship - GBP100.00

Damage to Goods Supplied

This Sub-section 2.2 shall not apply to liability in respect of recalling, removing, repairing, replacing, reinstating or the cost of or reduction in value of any commodity article or thing supplied installed or erected by the **Insured** if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

Data Protection Act 2018

This section is extended to cover the **Insured** for legal liability in respect of any claim for compensation as a result of a breach of section 168 of the Data Protection Act 2018 in connection with the **Project**.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material damage which is the subject of such claim shall be considered as **Bodily Injury** and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that **Bodily Injury**.

This extension applies where claims are made against the **Insured** during the **Period of Insurance** arising from event occurring on or after the inception date specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the inception date and before the expiry date of the policy is notified to the **Insurer** in accordance with Claims Procedure 1 - Notice of Claims, the **Insurer** will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to GBP 50,000 any one occurrence and in the aggregate, inclusive of defence costs, which shall be a part of and not in addition to the **Limit of Liability** stated in the **Schedule**.

The **Excess** under this extension shall be 10% of each claim subject to a minimum of GBP 1,000 and shall be applicable to defence costs.

This extension shall not provide cover:

- a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- d) against liability which attaches by virtue of a **Contract** or agreement, but which would not have attached in the absence of such **Contract** or agreement.

Fee Payment Condition

The **Insurer** shall be entitled to refuse to pay any claim under this extension in its entirety if the **Insured** has not paid any fees required to be paid by any data protection authority.

Defective Premises Act

This Sub-section 2.2 shall apply to liability incurred by the **Insured** under "Sub-section 3 of the Defective Premises Act 1972" or "Section 5 of the Defective Premises (Northern Ireland) Order 1975", or any re- enactment of or amendment to them, in respect of premises which have been disposed of by the **Insured**.

Provided that:

- i) Prior to such disposal the premises were used by the **Insured** in connection with the **Project**.
- ii) The **Insured** is not entitled to cover from any other source.

iii) This Provision shall not apply in respect of the cost of repairing replacing or remedying any defect in the premises.

Deliberate Acts

This Sub-section 2.2 shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission.

Employees' and Visitors' Personal Effects

The Exclusion of property in the charge or under the control of the **Insured** or any servant of the **Insured** shall not apply to **Employees'** or visitor's personal effects (including vehicles and their contents) but the cover provided by this Provision shall not apply to:

- i) property hired or lent to or borrowed by the **Insured**.
- ii) property in the charge or under the control of the **Insured** or any servant of the **Insured** for work thereon or service thereof.
- iii) liability assumed by the **Insured** by agreement which would not have attached in the absence of such agreement.

Motor Vehicles

This Sub-section 2.2 shall not apply to liability in respect of **Bodily Injury**, illness, or disease sustained by any Employee when the Employee is:

- a) carried in or upon a vehicle.
- b) entering or getting on to or alighting from a vehicle.
- c) in circumstances where any road traffic legislation requires insurance or security.

Overseas Personal Liability

The **Insurer** will provide cover to the **Insured** and if the **Insured** so requests an **Employee**, director or partner of the **Insured** against legal liability incurred in a personal capacity while temporarily outside the **United Kingdom** in connection with the business.

The cover will not apply:

- i) to legal liability arising out of the ownership or occupation of land or buildings.
- ii) where the cover is provided by any other insurance.

Pollution

This Sub-section 2.2 shall not apply to liability in respect of pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All pollution or contamination, which arises out of one incident, shall be considered to have happened at the time such incident takes place.

The liability of the **Insurer** for all compensation payable in respect of all pollution or contamination which is considered to have happened during the **Period of Insurance** shall not exceed the sum stated in the **Schedule** as the amount of cover for any one event.

For the purpose of this Sub-section 2.2, pollution or contamination shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

Property in the charge of the Insured

The Exclusion of property in the charge of or under the control of the **Insured** or any servant of the **Insured** shall not apply to property (other than property lent, leased, rented or hired to the **Insured** or any servant of the **Insured** and any part of the property comprising the **Project** in respect of the works undertaken by the **Insured**) whilst at the **Project**.

Rented Premises

The Exclusion of property in the charge or under the control of the **Insured** or any servant of the **Insured** shall not apply to premises (or fixtures or fittings thereof) hired rented or loaned to the **Insured** even if loss or physical damage to such property arises from a vehicle to which the Vehicle and Contingent Liability Provision applies but the cover provided by this provision shall not apply to:

- i) liability assumed by the **Insured** by agreement which would not have attached in the absence of such agreement.
- ii) the first GBP250.00 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion.

Vehicles and Contingent Liability

This Sub-section 2.2 shall not apply to liability in respect of:

- a) any vehicles (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned, leased, hired, borrowed or driven by the **Insured** or by the person seeking cover;
- b) the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare. This special clause b) shall not apply to any plant whilst within the premises of the **Insured** or on any **Project** where the **Insured** is carrying out work.

Provided that this special clause b) shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation or where the **Insured** is entitled to cover from any other source.

Vessels and Craft

This Sub-section 2.2 shall not apply to liability in respect of:

- a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned, leased, hired, borrowed or operated by the **Insured**.
- b) the loading or unloading of such vessel or craft.

Sub-section 2.3 Products Liability

The **Insurer** will cover the **Insured** in the event of:

- a) **Bodily Injury**, illness, disease or nervous shock to any person except that arising out of and in the course of their employment by the **Insured** under a **Contract** of service or apprenticeship.
- b) Loss of or damage to physical property not belonging to the **Insured** or in the charge or under the control of the **Insured** or any servant of the **Insured** caused by any commodity article or thing supplied, installed, erected, repaired, altered or treated by the **Insured** happening elsewhere than at the **Insured's** premises.

Happening during the **Period of Insurance** in connection with the **Project** up to but not exceeding in any one **Period of Insurance** the amount of cover stated in the **Schedule**.

Unless otherwise stated in the **Schedule** or endorsed hereon, any costs and expenses in respect of which cover is provided by this Sub-section will be payable in addition to the amount of cover stated in the **Schedule**.

Provisions applicable to Sub-section 2.3 Products Liability

Contractual Liability (Products)

This Sub-section 2.3 shall not apply to liability assumed by the **Insured** by agreement in respect of **Bodily Injury**, illness, disease, loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by the **Insured** unless such liability would have attached in the absence of such agreement.

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with an occurrence in respect of which the **Insured** is entitled to the coverage under this insurance the **Insurer** will provide compensation to the **Insured** at the following amounts per day for each day on which attendance is required:

- a) in respect to the **Insured** - GBP250.00
- b) in respect to any person employed by the **Insured** under a **Contract** of service or apprenticeship - GBP100.00

Damage to Goods Supplied

This Sub-section 2.3 shall not apply to liability in respect of recalling, removing, repairing, replacing, reinstating or the cost of or reduction in value of any commodity article or thing supplied installed or erected by the **Insured** if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

Deliberate Acts

This Sub-section 2.3 shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission.

Pollution

This Sub-section 2.3 shall not apply to liability in respect of pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All pollution or contamination, which arises out of one incident, shall be considered to have happened at the time such incident takes place.

The liability of the **Insurer** for all compensation payable in respect of all pollution or contamination which is considered to have happened during the **Period of Insurance** shall not exceed the sum stated in the **Schedule** as the amount of cover for any one event.

For the purpose of this Sub-section 2.3, pollution or contamination shall mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

Vehicles and Contingent Liability

This Sub-section 2.3 shall not apply to liability in respect of:

- a) any vehicles (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned, leased, hired, borrowed or driven by the **Insured** or by the person seeking cover;
- b) the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare. This special clause b) shall not apply to any plant whilst within the premises of the **Insured** or on any **Project** where the **Insured** is carrying out work.

Provided always that this special clause b) shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation or where the **Insured** is entitled to cover from any other source.

Vessels and Craft

This Sub-section 2.3 shall not apply to liability in respect of:

- a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned, leased, hired, borrowed or operated by the **Insured**.
- b) the loading or unloading of such vessel or craft.

Additional Conditions applicable to Section 2

1. Right of Recovery

Additional Conditions applicable to Section 2

The cover granted by this Section 2 is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

2. Cross Liabilities

If the **Insured** specified in the **Schedule** comprises more than one party, this Section 2 shall apply separately to each one as if a separate section had been issued to each. The total amount payable by the **Insurer** shall not exceed the **Limit of Liability** stated in the **Schedule**.

3. Effective Dates of Endorsements

- a) So far as concerns Sub-section 2.1 **Employers Liability**, any **Endorsement** shall apply to occurrences caused on or after the effective date of such **Endorsement**.
- b) So far as concerns Sub-section 2.2 **Public Liability** and Sub-section 2.3, **Products Liability** any **Endorsement** to shall apply to occurrences happening on or after the effective date of such **Endorsement**.

Section 3 – Personal Accident

What is covered

This Section will pay the benefit shown in the **Schedule** of benefits if the **Insured Person** suffers **Bodily Injury** on the **Site** in connection with the **Project** during the **Period of Insurance** which results in:

1. Accidental Death.
2. **Loss of one limb.**
3. **Loss of two or more limbs.**
4. **Loss of sight** in one eye.
5. **Loss of sight** in both eyes.
6. **Loss of sight** in one eye and loss of one **limb.**
7. **Permanent total disablement** (other than total and irrecoverable **Loss of sight** of one or both eyes or **Loss of limb(s)**).
8. Third degree burns covering 15% or more of the body.
9. Second degree burns covering 10% or more of the body.
10. **Bone Fracture**

What is not covered

A. This Section does not cover claims in any way caused or contributed to by:

1. nuclear reaction, nuclear radiation or radioactive contamination;
2. the **Insured Person** committing suicide or attempted suicide or intentional self-injury or the **Insured Person** being in a state of insanity;
3. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
4. the **Insured Person** deliberately exposed to exceptional danger (except in an attempt to save human life);
5. a criminal act by the **Insured Person**;
6. the **Insured Person** being intoxicated by alcohol or drugs; (unless prescribed by a **Qualified Medical Practitioner** and taken in accordance with such prescription, but not for drug addiction);
7. neuroses, psychoneuroses, psychopathy's or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
8. aviation other than as a passenger, active service in any of the regular armed forces, participating in winter sports or other hazardous pursuits or pastimes.

B. This Section does not cover claims in any way caused or contributed to by a **Bone Fracture** suffered before the **Insured Person** reaches eighteen (18) years of age, or after the age of sixty-five (65)

C. This Section will not pay benefit for:

- i. each fracture following multiple fractures to any one bone as a result of one **Accident**;
- ii. breaks to bones of the fingers or toes;
- iii. any breaks to bones resulting from osteoporosis.

Additional Conditions applicable to Section 3

1. Maximum Limit of Liability

The **Insurer** shall not be liable during the **Period of Insurance** for any amount in excess of the **Limit of Liability** specified in the **Schedule**. If the amount of all benefits payable under this Section exceeds the **Limit of Liability** specified in the **Schedule** the benefit payable to each **Insured** shall be proportionately reduced until the total of all benefits does not exceed the aggregate **Limit of Liability**.

2. If item 1 is covered and an **Accident** causes the **Insured Person's** death within twelve (12) months following the date of the **Accident** and payments have already been made in respect of disablement provided for under items 2 (**Loss of one limb**) to 8 (Third degree burns covering 15% or more of the body) of the **Schedule** of Benefits, the **Insurer** will deduct such payments already paid from the payable death benefit.

3. Benefit shall not be payable under more than one of the items of the **Schedule** of Benefits in respect of the consequences of one **Accident**.

4. The total sum payable under this Section in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the **Schedule** of Benefits.

5. Unless otherwise declared to and agreed by the **Insurer** no benefit will be payable for any condition for which the **Insured Person** has sought advice, diagnosis, treatment or counselling or of which the **Insured Person** was aware or should have been aware at inception of this insurance or for which the **Insured Person** has been treated at any time prior to the inception of this insurance.

6. If the **Insured Person** suffers a **Bone Fracture** which leads to more than one of the fractures listed in the **Schedule**, the **Insurer** will only pay benefit for the fracture which qualifies for the highest benefit amount.

7. If the **Insured Person** was already disabled before the **Accident** or already had a condition which is getting worse the **Insurer** will reduce the payment. The reduced payment will be based on the **Insurer's** medical assessment of the difference between:

- a) the temporary disability after the second **Accident**; and
- b) the extent to which the temporary disability is affected by the disability or the condition before the **Accident**.

Section 4 - Personal Possessions

What is covered

This Section covers direct physical loss of or damage during the **Period of Insurance** within the **Territorial Limits** to the **Insured's** personal possessions normally carried about the person and all of which belong to the **Insured** (including clothing, jewellery, watches, binoculars, musical and photographic equipment) as shown in the **Schedule**. Personal possessions do not include electronic data.

What is not covered

The **Insurer** shall not be liable in respect of:

1. Theft from an **Unattended Vehicle** other than from a locked luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.
2. Loss or damage caused by **Wear and Tear**, depreciation, the process of cleaning, washing, repairing or restoring any article, the action of light or atmospheric conditions, moth, vermin or any gradually operating cause.
3. Damage to sports, camping and riding equipment.
4. Contact and corneal cap or micro lenses and hearing aids.
5. Securities meaning tradeable financial assets such **Us** stocks, bonds and shares.
6. Furniture, furnishings, household goods, equipment and stores, business goods and equipment.
7. Motorcycles or other mechanically or electrically propelled vehicles (other than motorised domestic gardening equipment and wheelchairs) aircraft, watercraft, sailboard, surfboard, caravans, trailers, cycles and parts and accessories of any of these.
8. Animals or livestock owned by the **Insured** or for which the **Insured** is considered responsible.
9. Confiscation or detention by Customs or other officials.
10. Electrical or mechanical breakdown.
11. Any loss or damage to possessions used for business or professional purposes.
12. Any loss or damage recoverable under any other insurance policy.
13. **Money**, credit, debit or cheque guarantee and cash cards all held for social domestic or charitable purposes for:

- i) shortages due to error or omission;
- ii) losses not reported to the police;
- iii) loss of credit, debit, and cheque guarantee cards not reported to the card issuing company within twenty- four (24) hours of discovery.

14. Mobile telephones and computer equipment, unless otherwise specifically included and referred to in the **Schedule**.

Additional Conditions applicable to Section 4

1. In the event of loss or damage the **Insurer** will adjust the claim in accordance with the Claim Procedure stated in item 7(b) thereof
2. If any **Insured** item which is part of a pair or set and has an **Insured** value of the amount stated in the **Schedule** or above, the **Insurer** will not pay:
 - For the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - More than the proportion that the lost or damaged item bears to the **Insured** value of such pair or set.
3. The **Insurer** will not pay more than the **Sum Insured** shown in the **Schedule**.



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