

Tradesman

Insurance Policy



Primary General

Primary General is an underwriting company solely dedicated to providing commercial underwriting and risk management solutions to intermediaries for small to medium sized UK businesses.

The core business principles that guide Primary General are exclusivity, access to informed and empowered decision makers, service and quality. Primary General believes that by combining these core values and adhering to the business ethos of 'Putting You First', we create a fundamentally better business.

Whilst Primary General has a wealth of expertise and industry experience, we maintain an innovative approach to commercial insurance and risk management. We work solely in partnership with an exclusive agency base of professional intermediaries. We regard each of our intermediaries as individuals, involving them in the decision-making process and working hard to support their business objectives. In doing so, we have built long-term relationships and have proved the value of 'Putting You First' as a business ethos.

From our regional offices in Belfast, Birmingham, Glasgow, Harrogate, London and Manchester, our teams provide a local presence for our intermediaries. Also with a fully web enabled self-service underwriting platform in Primary General Online, our intermediaries can choose to trade with Primary General face-to-face and all the alternatives through to trading completely electronically. This ultimately results in a better service for them and their clients.

Our products are designed to protect the assets and insure the liabilities of small to medium sized businesses, while also reducing their exposure to risk through providing effective risk management assistance and advice. Primary General can also provide solutions to larger corporate clients. Our principal covers and services include:

- Commercial Combined
- Leisure, Retail and Office Package
- Property Owners'
- Motor Fleet
- Motor Trade
- Tradesman
- Contractors
- Professional Indemnity
- Directors & Offices
- Engineering Breakdown, Legal Expenses and Executive Incapacity
- Employment and Health & Safety support services
- Premium Finance

Primary General's intermediaries can also call on its sister company, Rural Insurance, for a number of other covers and services.

We always consider risks on their merits rather than restricting ourselves to certain trade groups. Well-managed businesses are looked upon favourably, and we welcome clients that will actively work in partnership with us and our intermediaries to minimise risk.

In line with our commitment to 'Putting You First' by providing the best underwriting and risk management solutions available, our products and services range is continually evolving, so expect to see further developments.

Primary General is an established and respected underwriting company with dedicated and experienced insurance professionals.

Primary General, 'Putting You First'.

Notification of New Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number
0870 942 4606

If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

Tradesman Insurance Policy



The Insurers

In accordance with the authorisation granted to Primary General Insurance Limited by MMA Insurance plc, Norman Place, Reading, Berkshire, RG1 8DA (hereinafter 'the Company') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Policy Information

(Not forming part of this Policy)

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

The Policy consists of

- (a) the **Introduction** which explains the basis on which the cover is provided
- (b) the **Schedule** which shows who is the Insured Business being covered and other Policy particulars such as the Period of Insurance (also included with the Schedule are details of which Sections are operative)
- (c) the **General Policy Definitions Exceptions and Conditions** which incorporate definitions and terms that apply to the whole Policy
- (d) the **Sections** of the Policy which give precise details of the cover being provided
- (e) any **endorsement(s)** which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and such like.

Immediate notice should be given to the Insurers of any changes as these may affect the insurance provided by this Policy.

Alterations in the cover required after issue of the Policy will be confirmed by separate Endorsement(s) which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Your insurance intermediary will be able to provide any help or information that you might require.

Contact Numbers

Notification of New Claims

To notify us of a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. Call our dedicated claims line (0870 942 4606) to notify us of your claim.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to our Complaints Procedure.

Business Support Helplines

Employment and Human Resource Support

On-line and telephone Advice Lines to guide you through any issues on Employment including an On-line health check of your existing practices and procedures and guides to construct various employment documentation as well as bespoke customer support where selected. To benefit from these services please register at www.primarygeneral.co.uk/employment+H&S within 4 weeks of incepting or renewing your Primary General Policy.

Health & Safety Support

On-line and telephone Advice Lines to guide you through any issues on Health & Safety including an On-line health check of your existing practices and procedures and guides to produce a Health & Safety Policy or Manual as well as bespoke customer support where selected. To benefit from these service please register at www.primarygeneral.co.uk/employment+H&S within 4 weeks of incepting or renewing your Primary General Policy.

Business Legal Helpline

Should you require advice or guidance on any business legal problem you may use the dedicated 24-hour Telephone Helplines at any time within the period of this Policy.

This service is provided by Capita Assistance

Telephone 0870 164 8246 and quote your Primary General Policy number.

Business Taxation Helpline

You will also have access to a team of tax advisors who will be able to provide expert advice over the telephone on any UK tax problem such as tax queries which arise from running a firm, to queries regarding self assessment.

This service is provided by Capita Assistance

Telephone 0870 164 8246 and quote your Primary General Policy number.

Advice given to you will be confirmed in writing where possible.

General Information

It is an existing condition of your policy that you take all reasonable precautions to avoid loss or damage to underground pipes, cables or other services (General Condition 11).

Fibre optic cables and other underground services

British Telecom is undertaking a programme of replacing some existing underground cables with FIBRE OPTIC CABLES. These cables are made of strands of glass fibre and transmit messages by a series of light pulses which travel along the fibres and in many instances they will simply be laid in the existing cable ducts which are normally made of earthenware.

Each cable is less than one inch in diameter and the larger ducts may carry up to 20 fibre optic cables which cannot be repaired if damaged.

The cables are laid in 2 kilometre lengths and the cost of replacing one cable of this length is estimated to be £10,000 plus labour and other charges. In view of the number of cables in some ducts, damage could result in a claim cost in excess of £250,000.

It is essential that those engaged in excavation works establish whether there are any underground services in the vicinity of the proposed excavations. The need to check for fibre optic cables is even more important in view of the expensive replacement costs and the effect that such a claim could have on the premium and terms for your insurance policy.

British Telecom operates a nationwide Freephone cable location service 'Dial Before You Dig' on 0800 917 3993. There are also many local arrangements.

You must always ring B.T. prior to excavation to ensure that there are no fibre optic or other cables in the area of your work and also contact the other service organisations to enquire whether other underground pipes or cables may be in the area.

Customer Information

Your right to cancel

a) Cooling off period - If this insurance does not meet your requirements please advise your Broker, Intermediary or Agent who arranged the Policy in writing within the first 14 days of the Period of Insurance and return any documents issued in relation to this Policy. The Policy will be null and void and any premium paid will be returned in full.

b) Otherwise - Please advise your Broker, Intermediary or Agent who arranged the Policy in writing. Any return of premium will be at the discretion of Primary General Insurance Limited in line with General Condition 8.

Details about the regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

MMA Insurance plc is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the intermediary who arranged the Policy for you, or the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured, Policy number and departmental references.

Should the matter not be resolved to your satisfaction, please write to:

The Managing Director
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk>

Compensation Arrangements

Primary General Insurance Limited and MMA Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if either company cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk>

Data Protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires us. As part of the Financial Services Authority's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Managing Director at the above address.

Disclosure

Your insurance is based upon the information provided to Primary General Insurance Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

Law Applicable to this Contract

It is possible to choose the Law Applicable to a contract of insurance covering risk situated in the United Kingdom. We have chosen Scottish Law if you live in Scotland and English Law if you live elsewhere in the United Kingdom.

Payment of your premium is evidence of acceptance of our choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

Conditions applicable to all Sections

1. Identification

The policy Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear.

2. Claims procedure and requirements

1. On the happening of any **Bodily Injury** loss or damage the **Insured** or his legal personal representative shall at his own expense
 1. give immediate written notice to the **Company**
 2. take all reasonable precautions to prevent further **Bodily Injury** loss or damage
 3. within 30 days submit in writing full details of the incident
 4. supply all estimates information and assistance as may be required
 5. send to the **Company** any writ summons or other legal process issued or commenced against the **Insured**
 6. notify the **Company** immediately of any impending prosecution inquest or fatal accident inquiry
2. the **Insured** shall not negotiate admit or repudiate any liability without the written consent of the **Company**
3. the **Company** shall be entitled
 1. to negotiate defend or settle in the name of and on behalf of the **Insured** any claim made against the **Insured**
 2. to prosecute at its own expense and for its own benefit any claim for indemnity damages or otherwise in the name of the **Insured**
 3. At any time to pay to the **Insured** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for Costs and Expenses defined in Extension 1 incurred prior to the date of such payment
4. On the happening of any occurrence of loss or damage caused by theft or

attempted theft or malicious persons the **Insured** shall give immediate notice to the Police.

3. Application of heat and fire precautions

This condition does not override any Endorsement on the policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition

It is a condition precedent to any liability of the **Company** that the following precautions will be complied with by the **Insured** and/or any **Employee** and/or any of their Sub Contractors whenever work is undertaken away from the **Insured's** own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of Angle Grinders.

1. All work involving the use or application of heat
 1. a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door or other partition shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat
 2. any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

Conditions applicable to all Sections continued

3. there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards
4. the ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions
5. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
6. any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use
7. for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph 1 above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door or other partition

In addition it is a condition precedent to any liability of the **Company** that whenever the equipment and materials detailed below is in use, the additional precautions specified will be complied with by the **Insured** and/or any **Employee** and/or any of their sub-contractors

whenever work is undertaken away from the **Insured's** own premises

1. Tar bitumen or asphalt heaters all heating of tar bitumen asphalt or pitch shall be carried out in a suitable vessel and the vessel is to be located at ground level and in the open air

4. Flammable Solvents

It is a condition precedent to any liability of the **Company** that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used, the additional precautions specified below will be complied with by the **Insured** and/or any **Employee** and/or any of their sub-contractors whenever work is undertaken away from the **Insured's** own premises

- (a) Smoking by the **Insured, Employees** or their Sub Contractors must not take place
- (b) No appliance for the application or supply of heat to be used
- (c) Prior to commencement of work the site of work is to be checked by the **Insured** and all naked flames in pilot lights and appliances extinguished
- (d) Adequate ventilation must be maintained where the **Insured** or **Employees** or their Sub Contractors are working

5. Reasonable precautions

The **Insured** shall take all reasonable precautions

1. in the selection and supervision of **Employees** and subcontractors
2. to avoid **Bodily Injury** or loss of or damage to property
3. to maintain in good condition all plant tools and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practice and Standards

Conditions applicable to all Sections

continued

6. Alteration of risk

The **Insured** shall notify the **Company** immediately in writing of any material alteration whereby the risk of loss or damage to property or **Bodily Injury** is increased and the **Company** shall not be liable under this **Policy** unless and until such alteration is agreed in writing. The **Insured** shall pay such additional premium as the **Company** may require and shall observe and be subject to such additional terms as the **Company** may require.

7. Other insurance

The **Company** shall not be liable in respect of any liability which is or would be but for the existence of this policy **insured** by any other policy except to the extent of any excess beyond the amount that is or would be but for the existence of this policy payable under such other policy.

8. Cancellation

The policy may be cancelled:

1. By you giving written instruction to us at any stage of the duration of the contract
2. By the **Company**:
 - (a) sending 14 days' written notice in the event of non-payment of any monthly premium
 - (b) sending 7 days' written notice in all other circumstances by recorded delivery letter to your last known address
3. In the event of the policy being cancelled by either party the **Insured** will be entitled to a proportionate return of premium in respect of the unexpired portion of the current period of insurance other than within the first fourteen days of either inception or renewal or, if later, the date from which the contractual terms and conditions have been received when the **Company** may charge an administration fee
4. If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

9. Interpretation

Interpretation of this policy shall be by and any action against the **Insured** shall be instituted, tried and executed in a court of law in the

United Kingdom, the Channel Islands or the Isle of Man only.

10. Observance of conditions

The due observance and fulfilment of the terms, provisions and conditions so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements in the proposal made by him (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the **Company**.

11. Damage to property under the ground

The **Company** shall not be liable in respect of damage to underground pipes, cables or other services unless the **Insured**

1. has taken all reasonable measures to ascertain the location of all pipes, cables and other underground services before any work is commenced which may involve a risk of damage thereto
2. has retained a written record of the measures taken to comply with 1 above

12. No claims discount

A discount will be allowed in calculating premiums for this policy in accordance with the following discount scale, subject to no claims having been made resulting in payment or still being outstanding:

Discount Scale

Number of claim free years	Discount
1 year	5%
2 consecutive years	10%
3 or more consecutive years	15%

Any claim made will result in the discount earned being reduced to NIL %.

13. Alteration in the number of workers

The **Company** must be advised within 14 days if the number of workers exceeds the number specified in the policy schedule and any additional premium paid unless such workers are temporary employees and the **Insured** is indemnified as defined in Extension 12 of this policy.

Endorsements

1. Excluded activities

(Applicable to all policies unless overridden by a further Endorsement)

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with

1.
 - (a) the demolition or partial demolition of any structure
 - (b) the surfacing or construction of roads
 - (c) the laying of underground services unless incidental to any building contract undertaken by the **Insured** for which indemnity is provided hereunder
2. any excavation exceeding in any part a depth of three metres
3. the felling or lopping of any tree exceeding five metres in height
4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction
5. the use or possession of tower cranes or cradles
6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships aircraft towers or steeples
7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based product
8. work on computers or ancillary equipment and their cabling used for any business purpose

THE FOLLOWING ENDORSEMENTS APPLY ONLY IF SHOWN ON THE CURRENT SCHEDULE

2. Work restriction

The **Company** shall only be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on buildings or that part of any building occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes (including the grounds thereof)

3. Bodily injury to working partners

For the purpose of Section C – Employers Liability any working partner named as an **Insured** in the Schedule shall be regarded as an **Employee** but only in respect of **Bodily Injury** for which a partner or **Employee** of the **Insured** is legally liable

Provided that Extension 8.2 shall not apply

4. Increased property damage excess

The amount of £100 shown as Excess 3 of Section B is increased to the amount stated in the Schedule against this Endorsement Number

5. Increased property damage excess

For the first Period of Insurance only the amount shown as Excess 3 of Section B is increased to the amount stated in the Schedule against this Endorsement Number

6. Aerial erection exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the installation or repair of external radio or TV aerials

7. Formwork or shuttering exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the erection or installation of formwork or shuttering when the contract is solely or mainly for such work

8. External work exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on the exterior of any building

9. Central heating work exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on central heating systems

Endorsements

continued

10. Heat exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment hot air guns blow lamps or blow torches tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat elsewhere than at the **Insured's** own premises

11. Products exclusion (Insulation Materials)

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any insulation material and occurring after its installation

12. Cleaning exclusion

The **Company** shall not be liable in respect of

1. **Bodily Injury** or loss of or damage to property caused by or in connection with the external cleaning of any premises or the cleaning of industrial plant or machinery or of motor vehicles
2. Loss of or damage to carpets upholstery or curtains caused by or arising from the use of specialist cleaning equipment

13. Damage to drains

The **Company** shall not be liable in respect of damage to drains or pipes caused by or arising out of any cleaning or unblocking process or work

14. Woodworking machinery exclusion

(Applicable to section C – Employers Liability only)

The **Company** shall not be liable in respect of **Bodily Injury** caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand

15. Carpets upholstery and other goods fitting or cleaning exclusion

The **Company** shall not be liable in respect of loss of or damage to any carpet floor covering

upholstery or other property which comprises or is incorporated in any contract undertaken by or on behalf of the **Insured** for its cleaning fitting taking up or alteration

16. Welding exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment

17. Fencing exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on central reservations or the erection installation alteration or repair of crash barriers

18. Bathroom fitting exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the installation or refurbishment of bathrooms or sanitary ware

19. Property being worked upon

The **Company** shall not be liable in respect of loss of or damage to property being worked upon if the loss or damage arises from such work

20. One metre depth limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any excavation exceeding in any part a depth of one metre

21. Design or construction of foundations exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or arising from the faulty inadequate or defective design specification or construction of foundations

Endorsements

continued

22. Lead burning exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or arising out of lead burning or welding

23. Sale or hire of appliances exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or arising out of the sale hire or renting of domestic or office equipment or appliances

24. Standard tools cover endorsement

(Excluding Theft from Unattended Vehicles)
In respect of Section D the following alterations are effective

1. Exclusion 5 is amended to read
“loss of or damage to the Property Insured caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room and there is evidence of forcible or violent entry to the room”
2. The following exclusion is added
Exclusion 9
loss of or damage to the Property Insured caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer
3. Excess 1 is deleted

25. Use of hot air guns

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of any equipment or process involving the application or use of heat elsewhere than at the **Insured's** own premises other than hot air guns or seaming irons.

26. Caterers restriction

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with

1. the manufacture or preparation of food for wholesale purposes or for supply by anyone other than the **Insured**
2. the sale of food from retail premises owned or occupied by the **Insured**

27. Excluding manufacture or supply

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the manufacture sale or supply of any goods or materials other than for erection or fitment by or on behalf of the **Insured**.

28. Work restriction

The **Company** shall only be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic (including the grounds thereof)

29. Commercial vehicle exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on commercial vehicles exceeding 1.5 tonnes Gross Vehicle Weight

30. Deletion of contingent motor liability

Extension 6 of Section F is deleted and of no effect

31. Wheelie bin cleaners

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the cleaning of any building or other structure or property other than domestic wheelie bins patios or driveways

32. 10 metre height limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 10 metres or in connection with any internal work undertaken at a height from the floor of more than 10 metres

Endorsements

continued

33. Exclusion of work on gas appliances

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the installation service maintenance or repair of gas appliances pipework equipment or flues

34. 15 metre height limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 15 metres or in connection with any internal work undertaken at a height from the floor of more than 15 metres

35. Excluding underground cables

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the laying or repair of underground cables

36. Excluding work on motor vehicles

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on motor vehicles

37. Damp proofing / timber treatment exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any damp proofing or timber treatment work undertaken by or on behalf of the **Insured**

38. Excluding erection of road motorway or neon signs

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the erection of road motorway or neon signs

39. Exclusion of professional indemnity

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to

property caused by or in connection with the exercising by the **Insured** or any Servant, **Employee**, Agent or Sub Contractor of the

Insured of any professional skill, duty or advice whether fees are charged or not.

40. Exclusion of manual work

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any manual work carried out by the **Insured**

41. 5 metre height limit

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 5 metres or in connection with any internal work undertaken at a height from the floor of more than 5 metres.

42. Efficacy exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the failure or partial failure of any **Product** or part thereof to perform the function for which it was intended.

43. Movement of vehicles exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the movement of any mechanically propelled vehicle by or on behalf of the **Insured**.

44. Paint spraying exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the use of paint spraying equipment.

Endorsements

continued

45. Hairdressers Treatment Risk

Notwithstanding Exclusion 13 of Section B Cover is extended to indemnify the **Insured** in respect of liability for **Bodily injury** or loss of or damage to property caused by or arising from treatment rendered by the **Insured** in the course of the **Insured's** business as Hairdresser provided that such treatment is restricted to:

1. Tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
2. Normal hairdressing work on wigs and hairpieces

The company will not be liable under this cover in respect of:

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced or treated in any way by the **Insured**
2. usage or mixing of any **Product** contrary to the makers or vendors instructions
3. any treatment carried out by any person who has less than 2 years continuous service as a hairdresser or apprentice hairdresser other than
 - a. the washing and drying of their hairpieces or wigs
 - b. whilst such person is under the direct and continuous supervision of a qualified operator who has at least 2 years continuous service as a hairdresser or apprentice hairdresser
4. any operation involving the removal or piercing of skin

Special Conditions

Sterilisation

Razor or clipper blades steel combs or any item must be brand new and/or thoroughly sterilised
The limit of Liability in respect of this cover shall not exceed £1,000,000 in respect of any one claim or £1,000,000 in any one period of insurance

Special Exceptions

1. The **Company** shall not be liable in respect of loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment media or system microchip integrated circuit or similar device or any computer software or other equipment or system for processing storing or retrieving data whether the property of the **Insured** or not and whether occurring before during or after the Year 2000
 - i. correctly to recognise any date as its true calendar date
 - ii. to capture save or retain and/or to correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but the Special Exception shall not exclude

- i. subsequent loss or damage to the Property Insured under this Policy not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
 - ii. **Bodily Injury** to any **Employee**
2. The **Company** shall not be liable for **Bodily Injury** loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000 other than the amount necessary to meet the requirements of Employers' Liability legislation

Policy Cover

Section A – Definitions

Certain words in the policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the policy, unless varied by a definition in a particular section, and are printed in bold to help You identify them

Bodily injury

Injury illness death disease or nervous shock

Contract works

The temporary or permanent works executed or in course of execution by or on behalf of the **Insured** in the performance of any contract including materials supplied by the reason of the contract and other materials or plant tools or equipment for use in connection therewith

Employee

Any person under a contract of service or apprenticeship with the **Insured** including

- Any labour master or any labour only sub-contractor or any person supplied by them
- Any self employed person providing labour only
- Any person hired or borrowed by the **Insured** but in respect of any driver or operator of plant hired to the **Insured** only when the conditions of hire so require
- Any person under a training or work experience scheme

While working for the **Insured** in connection with the Business

Geographical Limits

Great Britain the Isle of Man and Channel islands

Goods in Transit

Goods shall mean business Equipment excluding hand held tools, stock and materials in trade and goods in trust the property of the **Insured** for which they are responsible

Pollution and/or contamination

- All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- All loss or damage or **Bodily injury** directly or indirectly caused by such pollution or contamination

Principal

Any person company local authority or other body with whom the **Insured** has entered into a contract or agreement for the performance of work in connection with the Business

Product

Any commodity article or thing supplied installed erected repaired altered or treated by the **Insured**

The Company

Primary General Insurance Limited in accordance with the authorisation granted by MMA Insurance plc.

The Insured

The person, persons or Limited Public Companies named in the schedule

Policy Cover

Section B – Public Liability

1. Cover

The **Company** will indemnify the **Insured** against all sums for which the **Insured** is legally liable in respect of accidental

1. **Bodily Injury** to any person
2. loss of or damage to physical property occurring during the Period of Insurance and caused in the course of the Business within the **Geographical Limits**

The liability of the **Company** shall not exceed the Limit of Indemnity for all compensation payable in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause

2. Limit of indemnity

As stated in the Schedule

3. Exclusions

This Section shall not apply to liability in respect of

1. the amount of any Excess
2. **Bodily Injury** sustained by any **Employee**
3. loss of or damage to property
 1. belonging to or leased let rented or hired to or in the charge or control of the **Insured** other than
 - (a) the personal effects of any **Employee** or visitor
 - (b) premises (and contents therein) temporarily occupied by the **Insured** for the purpose of carrying out work
 2. comprising or forming part of the Contract Works other than where the works have reached practical completion and any maintenance period for the works have expired
4. **Bodily Injury** loss or damage arising from the ownership possession use or control by or on behalf of the **Insured** of
 1. any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
 2. any mechanically propelled vehicle or trailer attached thereto other than
 - (a) any vehicle not licensed for road use
 - (b) any vehicle while being used as a tool of trade

- (c) the loading or unloading of any vehicle provided that the **Insured** is not entitled to indemnity from any other source and that this **Policy** shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation
5. or arising from
 1. any **Product** outside the **Geographical Limits**
 2. the failure or partial failure of any fire security or warning device to fulfil its intended function
6. or arising from or contributed to by any design plan specification or advice provided
 1. for work not undertaken by the **Insured** or
 2. by any Architect Quantity Surveyor or Consulting Engineer or
 3. by any person other than the **Insured**
7. any liability which attaches by virtue of any agreement or contract other than as provided for under Extension 8 of Section F
8. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of
 1. any **Product** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
 2. defective work
9. any legal liability of whatsoever nature caused by or contributed to by or arising from
 1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
10. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Policy Cover
Section B – Public Liability
 continued

- 11. **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 and the liability of the **Company** for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one Period of Insurance shall not in aggregate exceed the amount shown as the Limit of Indemnity in the Schedule
- 12. any loss cost expense liability for **Bodily Injury** loss or damage directly or indirectly arising out of or resulting from the manufacture mining processing distributions 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 In respect of liability for property damage only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- 13. the giving of or application of any treatment

4. Excess

Section B shall not apply to the following First Amount of each and every claim for loss of or damage to

	<i>First Amount</i>
1. underground pipes cables or services.....	£500
2. property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat.....	£500
3. property other than as provided for in 1 or 2 above.....	£100

Policy Cover

Section C – Employers' Liability

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

1. Cover

The **Company** will indemnify the **Insured** against all sums for which the **Insured** is legally liable in respect of **Bodily Injury** to any **Employee** caused during the Period of Insurance and arising out of and in the course of the Business within the Geographical Limits

Provided that the liability of the **Company** in respect of any one claim against the **Insured** or series of claims against the **Insured** relating to any one or more of his **Employees** arising out of any one occurrence shall not exceed the Limit of Indemnity which shall be inclusive of

1. all costs and expenses incurred with the written consent of the **Company** in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the **Insured** in respect of any breach or alleged breach of statutory duty resulting in **Bodily Injury** that may be the subject of indemnity under this Section
2. all costs and expenses recoverable by any claimant from the **Insured**

2. Limit of indemnity

£10,000,000

3. Exclusions

This Section shall not apply to liability in respect of

1. **Bodily Injury** caused by or contributed to by or arising from
 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. **Bodily Injury** to any **Employee** when the **Employee** is:

1. carried in or upon any motor vehicle or is
2. entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

This Exclusion shall not apply to **Bodily Injury** to any **Employee** who at the time the **Bodily Injury** occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided always that the **Insured** is not entitled to indemnity under any other policy for such **Bodily Injury**.

4. Right of recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain the Isle of Man or Channel Islands but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

Policy Cover

Section D – Tools Standard Plus Cover

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)

1. Cover

The **Company** will indemnify the **Insured** person in respect of physical loss of or damage to the Property Insured occurring during the Period of Insurance and within the Geographical Limits

Provided that such indemnity shall be by payment or at the option of the **Company** by reinstatement or repair

2. Property Insured

Hand tools and hand held portable power tools the property of an **Insured** person or hired in by him for use in connection with the Business as described in the schedule

3. Insured person

Any principal partner or director working manually in the Business and included in the insurance provided by Section B – Public Liability

4. Sum insured

The maximum liability of the **Company** in respect of the amount payable to any one **Insured Person** shall not exceed

1. the Sum Insured stated in the schedule
2. £500 in respect of any one tool
Subject to the deduction of the Excess

5. Exclusions

The **Company** shall not be liable in respect of

1. the amount of any Excess
2. loss of use or consequential loss of any kind
3. loss of or damage to the **Property Insured** due or attributable to
 1. wear tear rust corrosion mildew or other gradual deterioration or vermin or insect
 2. any process of cleaning repair or restoration
 3. its own mechanical electrical or electronic breakdown failure or derangement
4. loss or damage which is not traceable to an identifiable occurrence or which is caused by deception

5. loss of or damage to the **Property Insured** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room and there is evidence of forcible or violent entry to the motor vehicle trailer or room
6. loss of or damage to the **Property Insured**
 1. occurring while lent to or being used by anyone other than an **Insured Person** or an **Employee** included in the insurance provided by Section B – Public Liability
 2. while hired out
7. loss of or damage to ladders generators transformers or any other equipment or tool not designed to be applied directly to the work by hand
8. loss of or damage to portable computers and ancillary equipment and/or portable telecommunication equipment

6. Excess

Section D shall not apply in respect of the following First Amount of each and every occurrence of loss or damage

- | | <i>First
Amount</i> |
|--|-------------------------|
| 1. caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park..... | £250 |
| 2. from any cause other than | |
| 1 above..... | £60 |

Policy Cover

Section E – Goods in Transit

1. Cover

The **Company** will indemnify the **Insured** in respect of loss of or damage to goods pertaining to the Business whilst in or on or being loaded into or onto or unloaded from any motor vehicle (excluding trailers) within the Territorial limits and owned by or operated under the direct control of the **Insured** up to £2,000 any one occurrence

2. Exclusions

1. Damage caused by deterioration or any inadequate packing or insulation
2. Damage caused by theft or attempted theft from any unattended vehicle unless:
 1. The vehicle is securely locked at all points of access
 2. Between the hours of 9pm and 6am the vehicle is kept within a securely locked building
3. Any consequential or indirect loss of any kind loss of market or Damage due to delay
4. Loss of or damage to Money and Non-Negotiable Instruments

Policy Cover

Section F - Contract Works

1. Cover

The **company** will indemnify the insured in respect of physical loss or damage to the **Contract Works** occurring during the Period of Insurance provided that

1. the liability of the company in respect of any item shall not exceed the maximum Contract Price stated as the Sum Insured in the schedule
2. such indemnity shall be by payment or at the option of the company by reinstatement or repair
3. The Sum Insured by this section is subject to **Average**

2. Exclusions

The Company shall not be liable in respect of

1. the first £250 of each and every loss or damage
2. the loss of or damage to
 1. deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 2. any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or into space
 3. any part or the **Contract Works** while in transit by sea or air
 4. any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade.
 5. any pre-existing structure building or other property at the **Contract Site** or any contents thereof
 6. any part of the **Contract Works**
 - a. in respect of which a **Certificate of Completion** has been issued unless such loss or damage be occasioned within 14 days of the date of issue of a **Certificate of Completion** in accordance with the 5th edition of the ICE Conditions of Contract
 - b. which has been handed over to the **Principal**

- c. which is in occupation or use by or in the possession of the Principal or with the permission of the Insured any other person for any other purpose other than the performance of the contract
- d. which arises after practical completion where no **Certificate of Completion** is to be issued other than in respect of **Contract Works** undertaken by the **Insured** on a speculative basis for the erection alteration or renovation and which are intended for sale lease or rent by the **Insured** when the indemnity provided by these sections shall cease

3. loss or damage to any part of the **Contract Works** due to or attributable to
 - a. any wear or tear rust corrosion mildew or other gradual deterioration of or vermin or insect
 - b. the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
 - c. defect in the materials or workmanship
 - d. any faulty or effective design plan or specification of or advice relating to that part
4. loss or damage for which the **Contractor** is not responsible under the terms of the contract
5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
6. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or on consequential loss of any kind
7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the room
8. loss or damage arising from
 1. the making of sewers or other excavations exceeding in any part a depth of 3 meters
 2. any work connected with tunnels reservoirs dams viaducts bridges or mines
 3. any work in under or over water

Policy Cover

Section F - Contract Works

continued

9. loss of or damage to the **Contract Works** upon which work has been suspended for a period in excess of 30 days
10. loss of or damage to portable computers and ancillary equipment and/or portable telecommunications equipment

3. Extensions

1. Indemnity to Principal

The **Company** will indemnify the Principal as though he were the Insured but only to the extent required by the conditions of the contract or agreement provided that

1. the Principal shall as though he were the Insured observe fulfil and be subject to the terms and conditions and exclusions of this policy
2. the **Company** shall have the conduct and control of all aims

2. Maintenance Period Indemnity

Notwithstanding Exclusion 2.6.a the **Company** will indemnify the **Insured** in respect of loss or damage to any part of the **Contract Works** occurring during the **Maintenance Period** relating to that part and for which in the terms of the contract the Contractor is responsible

1. arising from a cause occurring prior to such **Maintenance Period**
- Or
2. caused by the Contractor in the course of work undertaken to comply with any term of the contract relating to such **Maintenance Period**

3. Increase in Contract Price

In the event of any increase in the **Contract Price** during the period of insurance the sum insured stated in the schedule shall be deemed to be increased in like proportion up to but not exceeding 20% of such sum insured

4. Plans and Specifications

The sum insured stated in the schedule is deemed to include plan specifications and other documents in respect of which liability of the **Company** shall be limited to the replacement of such plans specifications and documents essential for completion of the contract and shall not exceed their value as stationary together with the cost of labour in writing up redrawing or reproducing such plans specifications documents excluding the value of or cost of retrieving information contained therein

5. Automatic Reinstatements of Sum Insured

In consideration of the sum insured not being reduced by the amount of any loss or damage the **Insured** shall pay the additional premium required by the **Company** in respect of such amount provided that the liability of the **Company** in respect of any one occurrence of loss or damage shall not by virtue of this extension exceed the sum insured stated in the schedule

6. Overtime and Other Costs

In respect of any occurrence of loss or damage for which the Insured is entitled to indemnity under this Policy the Company will indemnify the Insured in respect of the reasonable additional costs of overtime shift working bonus payments plant hire charges express delivery and similar expenses necessarily incurred by the Insured with the consent of the Company to expedite the reinstatement or repair of the Property Insured

Provided that

1. such additional costs shall not in any way contribute to completion of any part of the **Contract Works** sooner than that part would have been completed had such loss or damage not occurred
2. the liability of the **Company** in respect of such additional costs shall not exceed 10% of the **Contract Price**

Policy Cover

Section F - Contract Works

continued

7. Sub-Contractors Waiver of Subrogation

In respect of any contract awarded under the JCT Standard form of Building Contract incorporating the 1986 Amendment to Insurance and Related Liability Provisions (or equivalent thereof) and insured by this section shall apply but only in respect of the **Contract Works**

In respect of loss or damage to the **Contract Works** by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract the **Company** will not pursue any rights of subrogation against subcontractors directly engaged by the main contractor provided that the subcontractor shall as if he were the **Insured** observe fulfil and be subject to the terms and conditions of the policy

8. Local Authorities Clause

The insurance by the section is extended to include the additional cost of reinstatement of the **Contract Works** 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 Bye-Laws of any Municipal or Local Authority Provided that

1. the amount recoverable under this extension shall not include
 - a. costs incurred in complying with any of the said Regulations or Bye-Laws
 - i. which can be recovered elsewhere
 - ii. under which notice had been served upon the Insured prior to the happening of the loss or damaged
 - b. the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye-Laws

2. the work of reinstatement shall be commenced and carried out with reasonable despatch

9. Prospective Purchasers Temporary Accommodation

In respect of private houses bungalows flats or maisonettes built by the Insured on a speculative basis (the property) the **Company** will at the request of the **Insured** pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of property suffering loss or damage as insured by this section which occurs between the maximum liability of the Company exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that

1. the maximum liability of the **Company** under this Extension shall not exceed 10% of the purchase price of the property or £10,000 whichever is higher
2. the property is not insured elsewhere
3. the purchaser observes the terms and conditions of this policy

10. Off Site Storage

The insurance by this section extends to apply to materials allocated to any contract whilst temporarily stored anywhere within the **Geographical Limits** provided The **Insured** is responsible for them under the said contracts

11. Debris Removal & Professional Costs

The **Contract Works** extends to include costs and expenses necessarily incurred with the consent of the Company for

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

Policy Cover

Section G – Own Plant

1. Cover

The Company will indemnify the Insured in respect of physical loss of or damage to the Property Insured occurring during the period of insurance provided that

1. the liability of the **Company** in respect of any item shall not exceed the sum insured as stated in the schedule or £10,000 in respect of any one item
2. such indemnity shall be by payment or at the option of the **Company** by reinstatement or repair
3. The Sum Insured by this section is subject to **Average**

2. Property Insured

Constructional plant tools equipment site huts or caravans and stock belonging to the **Insured** other than hand held portable power tools as defined in Section D for use in connection with the business whilst on or adjacent to the site of any contract undertaken by the **Insured** or in transit by road rail or inland waterway whilst at your own premises or whilst in a securely locked compound or store

3. Exclusions

The section shall not apply to liability in respect of:-

1. the first £250 of each and every loss or damage
2. the loss of or damage to
 1. deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 2. any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or into space
 3. the Property Insured while in transit by sea or air
 4. any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade.
3. loss or damage to any part of the Contract Works due to or attributable to
 - a. any wear or tear rust corrosion mildew or other gradual deterioration of or vermin or insect

- b. the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or on consequential loss of any kind
6. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the room
7. Confiscation nationalisation requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority
8. loss or damage to portable computers and ancillary equipment and/or portable telecommunications equipment

4. Extensions

1. Automatic Reinstatement of Sum Insured

In consideration of the sum insured not being reduced by the amount of loss or damage the Insured shall pay the additional premium required by the **Company** in respect of such amount Provided that the liability of the **Company** in respect of any one occurrence of loss or damage shall not by virtue of this extension exceed the sum insured stated in the schedule

2. Plant Retrieval Costs

The **Company** will indemnify the **Insured** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from any situation on the **Contract Site** by reason of and in which such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance

Policy Cover

Section H – Hired in Plant

1. Cover

The **Company** will indemnify the **Insured** in respect of physical loss of or damage to the Property Insured occurring during the period of insurance provided that

1. the liability of the **Company** in respect of any item shall not exceed the sum insured as stated in the schedule or £10,000 in respect of any one item
2. such indemnity shall be by payment or at the option of the **Company** by reinstatement or repair
3. The Sum Insured by this section is subject to **Average**

2. Property Insured

Constructional plant tools equipment site huts or caravans hired by the Insured other than hand tools and hand held portable power tools as defined in Section D for use in connection with the Business whilst on or adjacent to the site of any contract undertaken by the Insured or in transit by road rail or inland waterway whilst at your own premises or whilst in a securely locked compound or store

3. Exclusions

The section shall not apply to liability in respect of :-

1. the first £250 of each and every loss or damage
2. the loss of or damage to
 1. any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or into space
 2. the Property Insured while in transit by sea or air
 3. any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade.
3. loss or damage to any part of the Contract Works due to or attributable to
 - a. any wear or tear rust corrosion mildew or other gradual deterioration of or vermin or insect

- b. the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or on consequential loss of any kind other than as defined in Extension 3
6. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the room
7. Confiscation nationalisation requisition or destruction of or damage to Property by or under the Order of any Government or Public or Local Authority
8. loss or damage to portable computers and ancillary equipment and/or portable telecommunications equipment

4. Extensions

1. Automatic Reinstatement of Sum Insured

In consideration of the sum insured not being reduced by the amount of loss or damage the Insured shall pay the additional premium required by the Company in respect of such amount Provided that the liability of the Company in respect of any one occurrence of loss or damage shall not by virtue of this extension exceed the sum insured stated in the schedule

2. Plant Retrieval Costs

The **Company** will indemnify the Insured in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from any situation on the **Contract Site** by reason of and in which such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance

Policy Cover

Section H – Hired in Plant

continued

3. Continuing Hire Charges

Cover under this section is extended to indemnify the **Insured** against legal liability to pay continuing hire charges following physical loss of or damage to construction plant tools equipment and temporary building hired in by the **Insured** and insured hereunder

Provided that

1. this extension shall not apply in respect of construction plant tools equipment and temporary buildings for which a valid claim has not otherwise been admitted under this Policy
2. in respect of each and every occurrence of loss or damage the **Company** shall not be liable under this extension for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
3. the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of the Contractors' Plant Association
4. the liability of the **Company** under this extension shall not exceed an amount equal to 13 weeks hire charges or 50% of the total sum insured of the section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event

Policy Cover

Section I – Extensions

(Applicable to Sections B and C unless otherwise stated)

1. Costs and expenses

(Not applicable to Section C)

The **Company** will in addition pay

1. all costs and expenses incurred with the written consent of the **Company** in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the **Insured** in respect of any breach or alleged breach of statutory duty resulting in **Bodily Injury** that may be the subject of indemnity under this policy
3. all costs and expenses recoverable by any claimant from the **Insured**

2. Additional persons insured

The **Company** will indemnify as though they were the **Insured**

1. at the request of the **Insured** specified in the Schedule
 1. any Principal but only to the extent required by the contract or agreement in respect of legal liability for **Bodily Injury** or loss of or damage to property arising from the performance by the **Insured** of such work and for which the **Insured** would be entitled to indemnity under this **Policy** were the claim made against him
 2. any director partner or **Employee** of the **Insured** while acting in such capacity in the course of the Business but only insofar as the **Insured** would be entitled to indemnity under this policy were the claim made against him
 3. any director or partner of the **Insured** for whom an **Employee** is undertaking private work incidental to the Business described in the Schedule
2. in the event of the death of the **Insured** the legal personal representatives of the **Insured** in respect of liability incurred by the **Insured**

Provided that

1. such Additional Person shall as though he were the **Insured** observe fulfil and be subject to the terms exclusions and

conditions of this policy insofar as they can apply

2. the **Company** shall have the conduct and control of all claims
3. if the **Company** is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the **Company** shall not in aggregate exceed the Limit of Indemnity

3. Additional directors partners or employees

(This Extension does not apply to Section C if the insurance by that Section is not operative)

Notwithstanding the Total Number of Persons or **Employees** stated in the Schedule this policy is extended to include additional partners directors or **Employees** provided that the total number of partners directors and **Employees** does not exceed six If the **Insured** fails to notify the **Company** within 14 days of the engagement of any such additional person the **Company** shall not be liable for the first £500 of each and every claim arising under Section B in addition to any other Excess provided for in this policy unless automatic cover is provided by Extension 12 on this policy

4. Defective Premises Act 1972

Under Section B of the policy the **Company** will indemnify the **Insured** against all sums for which the **Insured** is liable by virtue of Section 3 of the Defective Premises Act 1972 in respect of **Bodily Injury** or loss of or damage to property occurring during the Period of Insurance and caused by a defect in any premises disposed of by the **Insured** and until such time occupied by the **Insured** in connection with the Business
Provided that the **Company** shall not be liable for

1. any liability for which the **Insured** is entitled to indemnity under any other policy of insurance
2. the cost of removing replacing rectifying or in any other way making good or providing compensation in place of any defect causing such **Bodily Injury** or loss of or damage to property

Policy Cover

Section I – Extensions

continued

5. Damage to leased or rented premises

Exclusion 3.1 of Section B shall not apply to any premises leased or rented to and occupied by the **Insured** named in the Schedule in the course of the Business

Provided that

1. the **Company** shall not be liable in respect of
 1. damage to any contents of such premises other than the fixtures and fittings
 2. liability which attaches by reason of any contract or agreement and which would not have attached in the absence of such contract or agreement
 3. the first £250 of each and every claim
 4. loss or damage for which the **Insured** is entitled to indemnity under any other policy or against which in the terms of any contract or agreement the **Insured** is obliged to effect insurance
2. Extension 2.1 is inoperative

6. Contingent motor liability

Exclusion 4.2 of Section B shall not apply to the use by an **Employee** of any mechanically propelled vehicle on behalf of the **Insured** named in the Schedule in the course of the Business within the **Geographical Limits**

Provided that

1. such vehicle shall not belong to or be provided hired or borrowed by the **Insured**
2. such vehicle is not being used with the consent of the **Insured** or any partner director or **Employee** of the **Insured** knowing that such **Employee** does not hold a licence to drive such vehicle or is disqualified from holding or obtaining a licence
3. Extension 2.1 is inoperative
4. the **Insured** is not entitled to indemnity under any other policy
5. the **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or attributable to such vehicle being engaged in hiring racing pacemaking reliability trials or speed testing

7. Cross liability

This policy shall be deemed to apply to each of the **Insured** named in the Schedule as if a separate policy had been issued to each. Provided that if the **Company** is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the **Company** shall not in aggregate exceed the Limit of Indemnity

8. Contractual liability

Exclusion 7 of Section B shall not apply to

1. liability which would have attached in the absence of any agreement or contract
2. liability assumed by the **Insured** specified in the Schedule under any contract or agreement for work in connection with the Business except
 1. for liquidated damages or penalties
 2. any agreement to obtain indemnity under this Section for or on behalf of any person other than the **Insured** specified in the Schedule except as provided for in Extension 2 or as otherwise agreed by the **Company** and admitted to this policy by endorsement
3. in respect of property the subject of Clause 21.2.1 or any amendment thereof of the Joint Contracts Tribunal Standard form of Building Contract (1980 Edition) or any clause superseded by or placed in substitution of the said Clause in the terms of which or of any other clause or requirement of similar intent the **Insured** is required to effect insurance
4. liability for **Bodily Injury** or loss of or damage to property caused by any **Product** when such liability attaches solely by virtue of any contract or agreement
5. for loss of or damage to property forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith when liability attaches to the **Insured** solely by reason of the terms of the contract or agreement.

Policy Cover

Section I – Extensions

continued

9. Legal defence costs – Health and Safety at Work Act 1974

The **Company** will indemnify the **Insured** named in the Schedule and at the request of the **Insured** any partner director or **Employee** of the **Insured** while acting in that capacity in respect of legal costs and expenses necessarily incurred with the consent of the **Company** in defence of a prosecution or appeal against conviction therefrom under the Health and Safety at Work etc Act 1974 and legal costs and expenses awarded against the **Insured** as a consequence of such prosecution or appeal arising from an occurrence not involving **Bodily Injury** and not resulting from any deliberate act or omission

Provided that

1. the offence giving rise to prosecution is committed during the Period of Insurance
2. the **Company** shall not be liable in respect of
 1. fines or penalties of any kind
 2. any prosecution arising from or attributable to any work or activity excluded under this policy
 3. any costs or expenses for which the **Insured** is entitled to indemnity under any other policy
3. the liability of the **Company** shall not exceed
 1. in respect of any one partner director or **Employee** £1000 in any one Period of Insurance and
 2. in respect of any one prosecution including appeal against conviction therefrom £5000 in aggregate and
 3. in any one period of Insurance £20,000 in aggregate
4. the **Company** shall have the conduct and control of all proceedings in respect of which indemnity is sought hereunder

10. Compensation and legal costs

The **Company** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring within the Territorial Limits in connection with the Business during the Period of Insurance

11. Court attendance costs

If during the Period of Insurance any partner director or **Employee** of the **Insured** is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this policy the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required.

- | | |
|----------------------------|------|
| 1. Any director or partner | £250 |
| 2. Any Employee | £150 |

12. Temporary Employees

(This Extension does not apply to Section C if the Insurance by that Section is not operative)

The **Company** will indemnify the **Insured** in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in any one period of insurance. This extension does not remove the need to declare changes in **Employees** as required by General Condition 13 of this policy.

13. Bona-fide subcontractors

(not applicable to Section C – Employers Liability)

The **Company** will indemnify the **Insured** in respect of work carried out by bona-fide subcontractors working for the **Insured** or on behalf of the **Insured** provided that we shall not be liable under this extension

1. Unless prior to appointment the **Insured** shall check that bona-fide subcontractors hold current and valid Public Liability insurance
2. If annual payments to bona-fide subcontractors are greater than £30,000 per annum unless agreed to the contrary by the **Company**

In the event of a claim under this extension the **Insured** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for the **Insured**

Useful Contact Information

Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number

0870 942 4606

Your Views

As part of our 'Putting You First' philosophy we are always looking at ways to improve our products and services and your views on these are extremely important to us. If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

Other Primary General Policies

In order to find out about other products and services available from Primary General please speak to your broker or visit www.primarygeneral.co.uk

Additional Benefits to Your Policy

Supplementary to the covers available on this policy we can also provide additional services including:

Employment and Health & Safety Support

Online support and telephone advice lines are available to guide you through any issues you may have on Employment (HR) and Health & Safety. To benefit from this added service to your policy please register at

www.primarygeneral.co.uk/employment+H&S within 4 weeks of commencement of your Primary General Policy. Alternatively please contact your broker for further details.

Signatures

Benefit from more cover, more protection and more peace of mind with our Signatures cover. Available on our Commercial Combined and Package products, the Signatures policy provides additional covers on Equipment Breakdown, Commercial Legal Protection and Executive Incapacity. Please speak to your broker regarding our Signatures Policy or visit www.primarygeneral.co.uk for further details.

Premium Finance Facility

Why not ask your broker how to make use of our premium finance facility, which will enable you to spread your premium payment over 10 months.

contact

Your local contact will be happy to answer any further questions you have on Primary General.



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