

# Contractors Liability Insurance

## POLICY WORDING

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### OPERATIVE CLAUSE

The Underwriters will indemnify the Assured against their liability to pay Damages (including claimants' costs fees and expenses) in accordance with the law of the Courts of Law of Great Britain Northern Ireland and the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to this Policy

The indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Section and of the Policy as a whole

### POLICY DEFINITIONS

1. **Bodily Injury** shall mean death bodily injury illness or disease of or to any person
  2. **Territorial Limits** shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man or an offshore Installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands
  3. **Offshore** shall mean from the time an employee of the Assured embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time the employee disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform
  4. **Pollution** shall mean pollution or contamination of the atmosphere or of any water land or other tangible property
  5. **Defence Costs** shall mean all costs fees and expenses incurred by the Assured in the defence or settlement of any claim under this Policy
  6. **Damages** shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages
  7. **Terrorism** shall mean an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life tangible or intangible property or infrastructure or a threat thereof and (2) appears to be intended to (i) intimidate or coerce a civilian population or (ii) disrupt any segment of the economy of a government de jure or de facto state or country or (iii) overthrow influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or (iv) affect the conduct of a government de jure or de facto by mass destruction assassination kidnapping or hostage-taking
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## SECTION 1 - EMPLOYERS LIABILITY

The The Underwriters will Indemnify the Assured in accordance with the law of the Courts of Law of Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs in respect of Bodily Injury sustained by an Employee arising out of the Business and caused during the Period of Insurance

The indemnity provided shall only apply to Bodily Injury sustained

1. within the Territorial Limits
2. by any Employee during temporary visits abroad provided that such Employee is ordinarily resident in the Territorial Limits
3. by a person who although resident outside the Territorial Limits is under a written contract of service with the Policyholder entered into in the Territorial Limits subject to prior written agreement of the Underwriters

### LIMITS OF INDEMNITY

Underwriters liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

### INDEMNITY TO OTHERS

At the request of the Assured indemnity will be extended to

1. any director of the Assured or employee in respect of liability arising in connection with the Business of the Assured
2. any officer committee or member of the Assured's canteen sports social welfare organisation fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
3. any hired or borrowed employee for whom the Assured is responsible or for any other person who is under a contract of service with a contractor of the Assured and where the Assured in the course of the Business of the Assured has agreed to accept responsibility
4. directors and/or officials of the Assured in respect of employees of the Assured in the temporary service of such directors and/or officials in their personal private capacity

each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

### EMPLOYERS LIABILITY COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey the Island of Alderney and offshore installations in territorial waters around Great Britain and its Continental Shelf BUT the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute

### EXCLUSION TO SECTION 1

1. This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by

## SECTION 2 - PUBLIC LIABILITY

The Underwriters will indemnify the Assured as stated in the Schedule for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs in respect of accidental

1. Bodily Injury to any person
  2. loss of or damage to tangible property
- in connection with the Business of the Assured as stated in the Schedule and occurring during the Period of Insurance

The indemnity provided shall only apply to Bodily Injury or loss of or damage to tangible property occurring

- a) within the Territorial Limits
- b) during the course of temporary visits abroad by non-manual employees of the Assured

The indemnity extends to include liability arising out of the provision of any canteen medical or welfare facilities provided by the Assured

### LIMITS OF INDEMNITY

Underwriters liability to pay Damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 3 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

### INDEMNITY TO OTHERS

At the request of the Assured indemnity extends to include liability of

1. any director of the Assured or employee in respect of liability arising in connection with the Business of the Assured as stated in the Schedule
  2. the committees for the time being of any of the Assured's sports or social clubs including as though they were the Assured the officers and/or members of any such club jointly or severally
  3. directors and/or officials of the Assured in their personal private capacity arising from work undertaken for them by employees of the Assured
- each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

### EXCLUSIONS TO SECTION 2

This Section does not provide indemnity in respect of liability

1. for Bodily Injury
  - a) sustained by any employee arising out of and in the course of his/her employment by or under a contract of service with the Assured
  - b) to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the Assured the primary purpose of which is the provision of labour only

in connection with the Business of the Assured as stated in the Schedule
2. arising out of Pollution
3. for loss or damage to property owned leased or hired by or under hire purchase or on loan to the Assured or in the Assured's care custody and control other than
  - a) employees' and visitors clothing and personal effects
  - b) premises (including contents thereof) not owned nor rented by the Assured but temporarily occupied by them for the purpose of work therein or thereon
  - c) premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement
4. a) arising out of ownership possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than
  - (1) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site)
  - (2) other vehicles brought on to site for use on site

This exclusion shall not apply in respect of the use of vehicles belonging to employees or third parties on the Assured's Business unless indemnity is provided

  - to employee
  - to third parties
  - to the Assured under any other insurance
- b) caused by the ownership or operation by or on behalf of the Assured of any waterborne craft hovercraft aircraft or railborne vehicle
5. arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
6. for loss or damage to property manufactured designed sold supplied repaired or installed by the Assured or any structure or contract works (including materials for incorporation therein)
  - a) prior to certified completion or handover by the Assured
  - b) after certified completion or handover by the Assured where such loss or damage arises out of the defective condition of any part of such property structure or contract works
7. which is the inevitable or unavoidable consequence of the performance of a contract

8. for loss of or damage to cables pipes or other services located underground unless the Assured has
    - a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site)
    - b) retained a written record of the measures which were taken to locate such cables pipes or other services
    - c) conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the Assured
  9. arising out of an act of Terrorism
  10. arising out of exposure or alleged exposure to asbestos or materials containing asbestos
  11. arising out of work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas
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## SECTION 3 - POLLUTION LIABILITY

The Underwriters will indemnify the Assured as stated in the Schedule for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs in respect of accidental

1. Bodily Injury to any person
2. loss of or damage to tangible property

arising out of Pollution occurring in its entirety during the Period of Insurance within the Territorial Limits in connection with the Business of the Assured as stated in the Schedule but only to the extent that the Assured can demonstrate that such Pollution

- a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
- b) was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution

### LIMITS OF INDEMNITY

Underwriters liability to pay Damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of all occurrences  
Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 2 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

### INDEMNITY TO OTHERS

At the request of the Assured indemnity extends to include liability of

1. any director of the Assured or employee in respect of liability arising in connection with the Business of the Assured as stated in the Schedule
2. the committees for the time being of any of the Assured's sports or social clubs including as though they were the Assured the officers and/or members of any such club jointly or severally
3. Directors and/or Officials of the Assured in their personal private capacity arising from work undertaken for them by employees of the Assured each of whom shall as though the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Section if the claim had been made against the Assured

### EXCLUSIONS TO SECTION 3

This Section is subject to the Exclusions to Section 2 (apart from Exclusion 2.) and also does not provide indemnity in respect of liability for loss of or damage to

1. premises presently or at any time owned or tenanted by the Assured
  2. land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care custody or control
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## GENERAL EXCLUSIONS TO ALL SECTIONS

This Policy does not provide indemnity in respect of liability

1. arising in connection with
  - a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by employees in the direct service of Assured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Assured
  - b) the construction alteration or repair of bridges towers steeples chimney shafts blast furnaces viaducts mines dams or transport tunnels
  - c) pile driving tunnelling or quarrying
  - d) the use of explosives for any purpose
  - e) excavations below 3 metres in depth
  - f) any work carried out at a height in excess of 15 metres
  - g) ship repair/ship breaking work on vessels or aircraft
2.
  - a) 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 or nationalisation or requisition
  - b) directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns Section 1 this Exclusion will only apply where such legal liability is
    - (1) that of any principal
    - (2) accepted under agreement and would not have attached in the absence of such agreement
3. the amount of any excess shown in the Schedule including costs and expenses

## GENERAL EXTENSIONS

1. **Additional Defence Costs**  
 Defence Costs extend to include legal expenses incurred with the Underwriters written consent within the courts of Great Britain Northern Ireland the Isle of Man and the Channel Islands
- a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry
  - b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business of the Assured in respect of matters which may form the subject of indemnity by this Policy (including with the Underwriters prior consent employees partners or directors of the Assured) provided that
    - i) Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution
    - ii) Underwriters shall not be responsible for Defence Costs where at the Underwriters discretion they may require the opinion of counsel (whose appointment is at the Underwriters sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution
    - iii) Underwriters liabilities for Defence Costs in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act 1974 (and/or any legislation of similar effect) are limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under consolidating legislation or legislation in Northern Ireland the Isle of Man or the Channel Islands
  - c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of Indemnity by this Policy

The indemnity applies only to such liability as defined by each Insured Section of this Policy arising out of the Business of the Assured as stated in the Schedule subject always to the terms Conditions limitations and Exclusions of such Section and of the Policy as a whole

2. **Principals Clause**  
 Where the Assured so requests the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

3. **Cross Liability Clause**  
 It is hereby declared and agreed that where more than one party is named in the Schedule as the Assured indemnity shall apply as though individual insurances have been issued to each party provided always that the Underwriters' total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity

4. **Housing Grants Construction and Regeneration Act, 1996 - Applicable to Sections 2 & 3**  
 The indemnity granted by this Policy is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that as a condition precedent to Underwriters liability under this Policy the Assured agrees to comply with Conditions (a) and (b) as follows
- a) **Policy Conditions**  
 The Assured shall
    - i) notify Underwriters immediately upon receipt (and in no event later than two working days thereafter) of any notice of intention to refer a dispute to adjudication ("notice of adjudication") or of the service by the Assured of any notice of adjudication in circumstances which will lead to or are likely to lead to a claim being made against the Assured (whether under a process of adjudication or otherwise)
    - ii) promptly forward to Underwriters all information relating to any dispute referred to adjudication including copies of all documentation made available to the Assured or subsequently by the Assured to the adjudicator
    - iii) allow the Underwriters to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as they deem appropriate and provide such assistance as the Underwriters may reasonably require
    - iv) meet any request direction or timetable of the adjudicator
    - v) satisfy the Underwriters that any dispute referred to adjudication is or would be the subject of indemnity under this Policy and that the decision reached by the adjudicator represents the award against the Assured of a payment of money by the Assured which constitutes compensatory Damages which form the subject of such indemnity
    - vi) not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the Underwriters
    - vii) in the event of a decision reached by the adjudicator that such an award as described in v) above is payable give the Underwriters every assistance in instituting legal proceedings (or arbitration if applicable in accordance with the Assured's contract) in order to challenge reopen stay the enforcement of or overturn such adjudicator's decision or otherwise to recover such award if the Underwriters deem it appropriate
 The Underwriters shall have sole conduct of all such proceedings
  - b) **Conditions relating to contracts**  
 Any provisions relating to adjudications pursuant to the Act in any contract entered into by the Assured shall
    - i) provided that the adjudicator must be independent of the parties to the contract
    - ii) not allow for any decision of the adjudicator to be binding or to determine any dispute finally
    - iii) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations
    - iv) not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication
    - v) not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act)

Any dispute or difference arising hereunder between the Assured and the Underwriters shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council The Underwriters agree to pay the costs of such referral except where indemnity has been denied by the Underwriters and the QC upholds such decision

All General Extensions are subject otherwise to the Policy terms Conditions Limitations and Exclusions

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## GENERAL CONDITIONS ATTACHING TO THIS INSURANCE

(Conditions 1, 2, and 3, are precedent to Underwriters' liability to provide indemnity under this Policy)

- 1. Claims Procedure**  
The Assured shall give written notice to the Underwriters as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require every letter of claim writ summons or process and all documents relating thereto **and any other written notification of claim** shall be forwarded **unanswered** to the Underwriters immediately they are received  
***The Assured shall at all times in addition to their obligations set out above afford such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters to be able to comply with such relevant Practice directions and Pre-action Protocols as may be issued and approved from time to time by the Head of Civil Justice***  
No admission offer promise or payment shall be made or given by or on behalf of the Assured without written consent of the Underwriters who shall be entitled to take over the conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require
  - 2. Alterations in Risk**  
The Assured is required to notify the Underwriters of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy
  - 3. Adjustment of Premium**  
If any of the Premium for this insurance has been calculated on estimates furnished by the Assured the Assured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records The Assured shall within three months from the expiry of each Period of Insurance furnish such particulars to Underwriters and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum premium required The Underwriters reserve the right to request that the Assured supplies an auditor's certificate with such calculations that are the subject to adjustment under this Policy attesting to the accuracy thereof Such calculations shall include all remuneration paid to employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed
  - 4. Discharge of liability**  
The Underwriters may at any time pay to the Assured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims
  - 5. Proportionment of Defence Costs**  
Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of a claim
  - 6. Policy Interpretation**  
Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the laws of England and Wales The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear
  - 7. Other Insurance**  
If any claim covered by this Policy is also covered in whole or in part by any other insurance Underwriters shall have no liability to contribute to such claim
  - 8. Fraudulent Claims**  
If the Assured shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited
  - 9. Cancellation Clause**  
Underwriters may cancel this Policy by sending thirty days written notice to the Assured's last known address whereupon the Assured shall become entitled to a refund of a proportionate part of the premium
  - 10. Contracts (Rights of Third Parties) Act 1999 Clarification Clause**  
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act
  - 11. Policy Disputes Clause**  
Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the Assured and the Underwriters to be subject to the laws of England and Wales Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction All matters arising hereunder shall be determined in accordance with the law and practice of such court
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#### COMPLAINTS

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 feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

*Compliance Officer  
HCC Underwriting Agency Ltd  
Walsingham House  
35 Seething Lane  
London  
EC3N 4AH*

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to the Policyholder & Market Assistance. Their address is

*Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA*

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

In the event that the Policyholder & Market Assistance is unable to resolve your complaint it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided.

#### Financial Services Compensation Scheme

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor, Lloyd's Chambers, Portoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

# Addition of Pure Products Liability

## POLICY ENDORSEMENT

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It is agreed that the Limit of Indemnity provided by Section 2 of this Policy in respect of 'Products' is restricted to the limit stated in the policy schedule in the aggregate any one Period of Insurance

For the avoidance of doubt a Product shall mean any property after it has left the custody or control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured but shall not include any structure or contract works and/or materials for incorporation therein

It being further understood that Section 2 of this Policy does not apply to liability

- 1 for loss or damage to any Product or part thereof
- 2 for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair reconditioning or replacement
- 3 arising out of the recall of any Product or part thereof
- 4 arising out of any Product which with the Assured's knowledge is intended for incorporation into the structure machinery or controls of any aircraft except where specifically stated to be included in the Business

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

# Bona Fide Subcontractors Warranty

## POLICY ENDORSEMENT

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It is hereby warranted that all bona fide subcontractors engaged by the Assured have in full force and effect throughout the duration of their contract with the Assured insurances as follows

1. Employers Liability insurance in respect of their liability at law for Bodily Injury to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them
2. Public/Products Liability insurance in respect of their liability at law for
  - a) Bodily Injury to any person
  - b) loss of or damage to tangible property

with a Limit of Indemnity of at least £1,000,000 any one occurrence or series of occurrences arising out of one original cause

It is further warranted that

1. such insurances contain an Indemnity to Principals Clause
2. the Assured shall have obtained and retained a copy of written evidence of such insurances

For the purposes of this Endorsement the term bona fide subcontractors means any subcontractor engaged by the Assured supplying both labour and materials for the purpose of the contract

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**



# Burning Welding & Cutting Conditions

## POLICY ENDORSEMENT

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It is a condition precedent to liability under this Policy that the following precautions are adhered to on each occasion where the Assured or persons acting on behalf of the Assured are using any oxy-acetylene or electric welding or cutting/grinding equipment or blow lamp or blow torch or hot air gun away from the Assured's own premises

1. the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
2. the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
3. if work is to be carried out overhead the area beneath must be similarly cleaned and combustible material removed
4. combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
5. where work is being carried out in any enclosed area an additional employee of the Assured or an employee of the occupier shall be present at all times to guard against an outbreak of fire
6. no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
7. the following must be kept available for immediate use near the scene of operations
  - a) suitable and fully charged fire extinguishers and/or
  - b) a hose connected up to the nearest hydrant with water turned on and controllable at the nozzle of the hose in readiness for immediate use and tested prior to the commencement of the work
8. a thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by the Assured's own employee then appropriate arrangements must be made with the occupier
9. before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat

Furthermore where the Assured or persons acting on behalf of the Assured burns debris it is a Condition precedent to liability under this Policy that the following precautions shall be taken on each occasion

1. Fires to be in a cleared area and at a distance of at fifteen metres from any property
2. Fires not to be left unattended at any time
3. A suitable fire extinguisher to be kept available at the scene of the operations for immediate use
4. Fires to be extinguished at least one hour prior to leaving site at the end of each working day

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

# IT Exclusions

## POLICY ENDORSEMENT

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The following Exclusion is added to Sections 2 and 3

Sections 2 and 3 do not provide indemnity in respect of liability

- a. arising out of or in connection with the design sale or supply of computer software (which shall not include the media or its packaging on which such software is stored)
- b. arising out of or in connection with advice design specification formula or other breach of professional duty by the Assured
- c. arising out of or in connection with loss damage to deterioration of or corruption of documents data processing media computer systems records or loss distortion or erasure of information contained therein

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

# Oil/Gas Industry Contract Conditions

## POLICY ENDORSEMENT

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Where required under any contract entered into by the Assured Underwriters agree to:

1. include liability assumed under such contract or arising under hold harmless agreements
2. waive all rights of subrogation
3. include as an additional Assured any party

but solely to the extent required by such contract and arising out of the Assured's performance under such contract

Provided that this extension shall not serve to increase the Limits of Indemnity provided hereunder and specified in the Schedule

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

# Oil/Gas Industry Exclusions

## POLICY ENDORSEMENT

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This Policy does not provide indemnity in respect of liability arising from or as a consequence of any of the following

1. pollution or contamination unless arising directly from operations on land
2. in respect of operations on land for
  - a) removal of loss of or damage to sub-surface oil gas or any other substance the property of others provided always that this paragraph a) shall not apply to any liability which would otherwise be covered under this Policy for such removal loss or damage directly attributable to blow-out cratering or fire of an oil or gas well owned or operated by or under the control of the Assured
  - b) loss of or damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured
  - c) Bodily Injury or loss of or damage to or loss of use of property directly or indirectly caused by seepage pollution or contamination provided always that this paragraph c) shall not apply to liability for Bodily Injury or loss of or damage to or destruction of tangible property or loss of use of such property damaged or destroyed where such seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Policy
  - d) the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Policy
  - e) fines penalties punitive or exemplary damages

This paragraph 2. shall not extend this Policy to cover any liability which would not have been covered under this Policy had this paragraph not been attached

3. loss of destruction of or loss of use of any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom
4. loss of destruction of or loss of use of any equipment in any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom
5. the cost of controlling/preventing any escape of any substance from any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom
6. the cost of controlling/preventing any fire arising in connection with any exploration of production bore and/or hole and/or well and any consequential loss resulting therefrom
7. the cost of destruction and/or removal of any debris arising from damage to any exploration and/or production vessel platform or rig

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

# Professional Indemnity Exclusion ( Fee )

## POLICY ENDORSEMENT

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*Applicable to Sections 2 and 3 of this Policy*

This Policy does not provide indemnity in respect of liability arising as a result of advice design or specification given by the Assured for a fee

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**



# Deletion of Height Limit

## POLICY ENDORSEMENT

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The Policy shall be amended as follows:

GENERAL EXCLUSIONS TO ALL SECTIONS 1. f) is deleted

Subject otherwise to the Policy terms conditions limitations and exclusions



# Employers Liability - Overseas Work Extension

## POLICY ENDORSEMENT

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TSECTION 1 - EMPLOYERS LIABILITY is amended as follows:

The following words are deleted

The indemnity provided shall only apply to Bodily Injury sustained

1. within the Territorial Limits
2. by non-manual employees of the Assured during temporary visits abroad provided that such employees are ordinarily resident in the Territorial Limits

and replaced by the following

The indemnity provided shall only apply to Bodily Injury sustained

1. within the Territorial Limits
2. by employees of the Assured during temporary visits abroad provided that such employees are ordinarily resident in the Territorial Limits

Subject otherwise to the Policy terms Conditions Limitations and Exclusions



# Goods on Hook Exclusion

## POLICY ENDORSEMENT

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This Policy does not provide indemnity in respect of liability for loss of or damage to property lifted and/or moved by cranes or other lifting devices

Subject otherwise to the Policy terms Conditions Limitations and Exclusions



# Helicopter Refuelling Exclusion

## POLICY ENDORSEMENT

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The following exclusion is added to Sections 2 and 3

This Section does not provide indemnity for any liability arising in any way connected with loss of or damage to helicopters as a result of refuelling operations

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**



# Territorial Limits

## POLICY ENDORSEMENT

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The Territorial Limits stated in the Policy shall be amended to read as follows:

In respect of Section 1

Great Britain Northern Ireland the Channel Islands and the Isle of Man and if applicable an offshore Installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands

In respect of Sections 2 and 3

Worldwide excluding the USA and/or Canada

**Subject otherwise to the Policy terms conditions limitations and exclusions**

# Employers' Liability Tracing Office - Notice to Policyholders

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*This Notice does not form part of your contract of insurance and is for information purposes only*

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

***By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.***



# Efficacy Exclusion

## POLICY ENDORSEMENT

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This Policy does not provide indemnity in respect of liability directly or indirectly arising out of the failure of any fire/smoke alarm/detection device or any sprinkler system or any intruder alarm/monitoring system or any security access control system Product to fulfil the function for which it is intended

For the purposes of this Endorsement Product shall mean any property after it has left the custody or control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured and shall include any contract work or material for incorporation therein

**Subject otherwise to the Policy term Conditions Limitations and Exclusions**

## HCC 201

### **Sanctions and Embargo clause**

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The **Insurer** shall not be deemed to provide cover and 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 the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unaltered.

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