

Policy Document

This document explains
the cover provided by the
Tradesmen Insurance Policy

Tradesmen



Free Business Advice Service

Available 24 hours each day, 7 days every week, all year round

This free helpline service is provided which you may use while your policy is in force::

Business Legal Advice Helpline

0845 300 6168

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

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An Introduction to NIG

Thank you for choosing NIG as your Tradesmen insurer. We have been established for over 100 years and provide insurance products to over 2 million customers across the UK. Operating from its London Head Office and network of regional offices NIG sells its policies through over 2,500 professional intermediaries at over 5,000 retail locations.

NIG is part of The Royal Bank of Scotland Group, currently the second largest bank in Europe and fifth largest in the world.

Visit www.nig.com for further details.

Tradesmen Policy

The Company will provide the insurance described in this Policy subject to its terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium. The proposal and any information supplied by or on behalf of the Insured shall be incorporated in the contract.

Signed on behalf of the Company

A handwritten signature in black ink, appearing to read 'Chris Sullivan', with a long horizontal line extending to the right from the end of the signature.

Chris Sullivan
Chief Executive

General Definitions

The Company

The National Insurance and Guarantee Corporation Limited trading as NIG.

Craft

Any vessel or craft made or intended to float on or in or travel through water air or space.

Damage

Loss destruction or damage.

Employee

Any person while working for the Insured in connection with the Business who is

- a** under a contract of service or apprenticeship with the Insured
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
- c** a labour master or person supplied by him
- d** a person engaged by a labour only sub-contractor
- e** a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured
- f** a driver or operator of hired-in plant
- g** a trainee or person undergoing work experience
- h** a voluntary helper.

Excess

The total amount which shall be borne by the Insured before the Company shall be liable to make any payment as ascertained after the application of all the terms conditions Exclusions and limits of the Section and the Policy.

The Insured

The person, persons or Limited, Limited Liability Partnerships or Public Limited Company named in the Schedule.

Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by the Insured in connection with the Business and no longer in the charge or control of the Insured.

Property

Material property.

Proposal

Any statement of fact, signed proposal, declaration or other information supplied to Us by You or on Your behalf.

Territorial Limits

- a** In respect of Sections 1 and 2:
 - i** anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man or any other member countries of the European Union
 - ii** elsewhere in the world in respect of non-manual work.
- b** In respect of Section 3:
anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man.

Tools and Equipment

Portable tools and equipment belonging to the Insured or any Employee or for which they are responsible.

Interpretations

Bodily Injury - shall include death disease illness mental injury mental anguish or nervous shock.

The Business - shall include

- a** the ownership repair maintenance and decoration of the Insured's premises
- b** private work undertaken by any Employee of the Insured for the Insured or with the Insured's consent for any director partner or other Employee of the Insured
- c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

The Insured - shall include

- a** personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured
- b** if the Insured so requests:
 - i** any director partner or Employee of the Insured while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured
 - ii** any officer or member of the Insured's canteen sports social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such

Provided that such persons shall observe fulfil and be subject to the terms conditions Exclusions and limits of each Section in so far as they can apply.

General Conditions

1 The Policy Document

This Policy and the Sections referred to in the Schedule shall be read together as one contract. Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears in the Policy or Section respectively.

2 Misrepresentation

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

3 Reasonable Precautions

The Insured and any other person indemnified must take all reasonable steps to prevent accident incident Bodily Injury and Damage and to safeguard any Property insured and maintain such Property in a good state of repair. The ways works machinery plant vehicles premises and appliances must similarly be maintained in good order and state of repair. The Company shall be allowed access at reasonable times to examine such Property.

4 Change of Risk or Interest

This Policy shall be avoided if

- a** the Insured's interest cease other than by death or
- b** the business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- c** any alteration be made in the Business or in any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company.

Nothing contained in this Policy shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

5 Adjustment of Premium

The premium for this Policy is based on the number of clerical Employees, manual Employees, proprietors and partners declared to the Company. The Insured shall give notice to the Company as soon as possible of any alteration to the numbers of such persons. The premium shall then be adjusted and the difference paid by or allowed to the Insured (subject to any minimum premium that may apply).

6 Cancellation

a Cancellation Rights of the Insured

- i** This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (This is known as the "cooling off" period). If the Insured elects to cancel within this period they should return all documents to their Broker, Intermediary or Agent and the Company will pay a refund of Premium for the full amount paid to the Insured. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period the Policy will be treated by the Company as in force and no refund of Premium will be made.
- ii** If the Insured elects to cancel the Policy after the "cooling off" period has expired but still during any Period of Insurance they must give 14 days notice in writing to their Broker, Intermediary or Agent. The insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- ii** Where the Insured pays by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

b Cancellation Rights of the Company

- i** The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to the Insured in writing at their last known address.
- ii** The Insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- iii** Where the Insured pays by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above the Insured shall immediately return to the Company any effective Employers Liability Certificate(s) of Insurance.

7 Instalments

Where the premium under this Policy is payable by instalments it is a condition precedent to the Company's liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and the Insured shall surrender forthwith to the Company any effective Certificate(s) of Insurance.

8 Choice of Law

The parties to an Insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this contract is English Law.

9 Contracts (Rights of Third Parties) Act 1999

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

Claims Conditions

1 Action by the Insured

The Insured shall on the happening of any incident which could result in a claim under this Policy:

- a** immediately notify and send written confirmation to the Company
- b** give immediate notification to the police in respect of
 - i** vandalism
 - ii** theft or any attempted theft
- c** make no admission of liability or offer promise or payment without the Company's written consent
- d** inform the Company immediately of any impending prosecution inquest or fatal accident enquiry or civil proceedings and send to the Company immediately and unanswered every relevant document
- e** take all reasonable action to minimise or check any interruption or interference with the Business
- f** produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim
- g** in respect of Damage to the Property insured deliver to the Company at the Insured's own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
 - i** 7 days of the event in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - ii** 30 days of the event in the case of any other claim or such further time as the Company may allow.

2 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any Damage in respect of which a claim is made and without thereby incurring any liability or diminishing any of the Company's rights under this Policy to enter take or keep possession of the premises where such Damage has occurred and to take possession of or require to be delivered to the Company any Property insured and deal with such Property for all reasonable purposes and in a reasonable manner
- b** at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and the Insured shall give all information and assistance required
- c** to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company
- d** in the event of any Occurrence resulting in any claim(s) under Sections 1 and 2 to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 1 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which the Company shall have no further responsibility in connection with such claim(s) except in respect of Section 2 for costs and expenses incurred before the date of payment.

3 Fraudulent Claims

All benefit under this Policy shall be forfeited in the event of any claim being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain benefit.

4 Warranties

Every warranty to which this Policy or any Section or Item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

5 Subrogation

Any claimant under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

6 Other Insurances

If at the time of any accident incident Bodily Injury or Damage which gives rise to a claim there be any other insurance effected by or on behalf of the Insured applicable to such event the liability of the Company shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

7 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

General Exclusions

This Policy does not cover

1 War and Allied Risks

Damage caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2 Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

3 Radioactive Contamination

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 arising from

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

NOTE: As far as concerns Bodily Injury caused to any Employee of the Insured if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured this Exclusion shall apply only in respect of

- i** the liability of any Principal
- ii** liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

4 Terrorism

Damage

- A** in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor the Channel Islands nor the Isle of Man by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism except to the extent stated in the Special Provision - Terrorism
- B** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - a** civil commotion
 - b** Terrorism

For the purpose of this exclusion

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Company alleges that by reason of the provisions of this Exclusion any Damage is not covered by this insurance the burden of proving that such Damage is covered shall be upon the Insured

Special Provision – Terrorism

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of the Policy this insurance includes Damage in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor the Channel Islands nor the Isle of Man by fire or explosion (if insured) occasioned by or happening through or in consequence of Terrorism as defined above

Provided that the liability of the Company in respect of such Damage at each contract site (or other premises) or in transit shall not exceed

a £100,000 in total

or

b any limit of liability or Sum Insured stated in the Policy

whichever is the lower

Any provision in this Policy which provides for any sum insured or limit of liability to be automatically reinstated following a loss shall not apply to losses covered under this Special Provision

5 Year 2000

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000

a correctly to recognise any date as its true calendar date

b to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

c 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 to correctly process such data on or after any date

In respect of Section 3 – Tools and Equipment this Exclusion shall not exclude subsequent Damage 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 theft or impact by any vehicle or animal

NOTE: General Exclusion 5 shall not apply to Section 1 – Employers' Liability

6 Year 2000 Computer Equipment

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy.

Section 1: Employers' Liability

The Company will subject to the Indemnity Limit stated in Section 1 of the Schedule indemnify the Insured against:

- 1 a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon) and
b claimants' costs and expenses

in respect of the Occurrence stated in this Section
- 2** all costs and expenses incurred by the Insured with the Company's written consent in defending any claim
- 3** the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Occurrence

Bodily Injury caused to any Employee of the Insured occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

Special Conditions

1 Contractual Liability

In so far as concerns liability assumed by the Insured under agreement which would not have attached in the absence of such agreement this Section will only apply if the Company retains sole conduct and control of any claim.

2 Jurisdiction

The indemnity provided by this Section will not apply to any action for damages brought against the Insured in any court outside the European Union.

3 Right of Recovery

The indemnity provided 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 Channel Islands and the Isle of Man 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.

4 Certificate of Employers' Liability

If this Policy or Section is cancelled any certificate of Employers' Liability insurance is similarly cancelled from the same date.

Exclusions

The Company shall not be liable under this Section in respect of Bodily Injury

- 1** caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this Exclusion the expressions “vehicle”, “use” and “road” shall have the same meanings as in Part VI of the Road Traffic Acts 1988
- 2** caused to any Employee ordinarily resident outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
- 3** arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Extensions

A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| a any director or partner of the Insured | £250 |
| b any Employee | £150 |

B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and at the Insured’s request any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay the costs incurred with its written consent in appealing against any judgement given

Provided that

- a** this indemnity shall not apply to the payment of fines or penalties
- b** the prosecution relates to the health safety and welfare of Employee(s).

C Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Company will at the Insured’s request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

- a** there is no appeal outstanding
- b** if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company.

D Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

- a** the Company shall retain sole conduct and control of any claim
- b** the principal shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

Optional Extension

(only operative if shown as covered in Section 1 of the Schedule)

A Injury to Working Partners

In respect of Bodily Injury to any working partner named in the Schedule such person shall be deemed to be an Employee for the purposes of this Section provided that:

- a** the Bodily Injury is sustained whilst such working partner is working in connection with the Business
- b** the Bodily Injury is caused by another working partner or Employee whilst working in connection with the Business
- c** the injured working partner has a valid right of action in negligence against the working partner or Employee responsible for the Bodily Injury.

Section 2: Public Liability

The Company will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify the Insured against:

- 1 a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon) and
 - b** claimants' costs and expensesin respect of the Occurrences stated in this Section
- 2** all costs and expenses incurred by the Insured with the Company's written consent in defending any claim
- 3** the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Occurrences

- 1** Accidental Bodily Injury to any person
- 2** accidental Damage to Property
- 3** obstruction trespass nuisance or interference with any easement of air light water or way
- 4** wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or series of Occurrences arising out of any one event shall not exceed the Indemnity Limit stated in the Schedule.

Special Conditions

1 Contractual Liability

In so far as concerns liability assumed by the Insured under agreement which would not have attached in the absence of such agreement this Section will only apply if the Company retains sole conduct and control of any claim.

Extension K will not apply to liability assumed by the Insured under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

2 Jurisdiction

The indemnity provided by this Section will not apply to any action for damages brought against the Insured in any court outside the European Union.

3 Costs Inclusive in U.S.A. and Canada

Where indemnity is provided by this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule shall be the maximum amount payable by the Company inclusive of all costs and expenses.

Excesses

The Company shall not be liable for the first amount of each and every claim under this Section in respect of the following Damage occurring elsewhere than at the Insured's premises:

- a** Damage to Property other than as described in paragraphs **b** and **c** below
- b** Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds
- c** Damage to underground pipes and cables

shown as Excesses A, B and C respectively in Section 2 of the Schedule.

Exclusions

The Company shall not be liable under this Section in respect of:

- 1** the cost of replacing or making good faulty defective or incorrect
 - a** workmanship
 - b** materials goods or other property supplied installed or erected by or on behalf of the Insured
- 2** liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged
- 3** liability for Bodily Injury caused to any Employee of the Insured arising out of and in the course of such person's employment or engagement by the Insured in the Business
- 4** liability for Damage to Property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors' partners' Employees' or visitors' Property or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured)
- 5** Damage to the contract works and other materials plant tools or equipment brought on to the site for use in connection with any contract entered into by the Insured and occurring:
 - a** before the date of practical completion or before a certificate of completion has been issued
 - b** after the date of practical completion or after the issue of a certificate of completion and where liability for such Property attaches to the Insured solely by reason of a contract or agreement
- 6** Damage or injury to Property for which the Insured is required to effect insurance under the terms of Clause 21. 2. 1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any subsequent revision or substitution or under the terms of any similar obligation in other forms of contract

- 7** liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any:

 - a** Craft other than hand propelled watercraft
 - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:

 - i** the use of plant as a tool of trade on site or at the Insured's premises
 - ii** the loading or unloading of such vehicle
 - iii** the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business

but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle
- 8** liability arising out of Products Supplied other than:

 - a** food or drink sold or supplied for consumption by the Insured's directors partners Employees or visitors
 - b** the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose
- 9** liquidated damages fines or penalties
- 10** punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 11** all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that

 - a** all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - b** the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in Section 2 of the Schedule
 - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
- 12** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 13** liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Specific Conditions

1 Use of Heat Condition

It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever the following equipment is used anywhere other than on the Insured's premises.

a Blow Lamps Blow Torches or Hot Air Guns

- i The area in which the equipment is to be used is cleared of loose combustible material
- ii lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use
- iii blow lamps are filled only in the open
- iv a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- v a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

b Welding or Flame Cutting Equipment

- i The area in which the equipment is to be used is cleared of loose combustible material
- ii other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material
- iii lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
- iv before applying heat to metal work built into or projecting through walls partitions ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat
- v a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- vi a thorough examination is made in and about the area in which the work has been undertaken including behind walls partitions ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

c Vessels for Heating of Bitumen or Bituminous Compounds

- i Such vessels are continuously attended and used only in the open whilst heating is taking place
- ii if used on a roof or within a building such vessels shall be placed on a flat surface of non-combustible material.

2 Underground Services Condition

It is a condition precedent to the liability of the Company that the Insured will

- i prior to the commencement of any excavation digging boring or earth moving work take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures
- ii adopt or cause to be adopted a method of work which minimises the risk of Damage to such underground pipes cables mains and other services.

3 Housing Grants, Construction and Regeneration Act 1996

The Company will subject to the terms conditions Exclusions and limits of this Section and the Policy indemnify the Insured in respect of the Insured's legal liability arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996

Provided that

- a** the dispute under adjudication is of a nature indemnifiable under this Section
- b** the Insured shall
 - i** notify the Company immediately of the receipt of any notice of adjudication or the service by the Insured of any notice of adjudication
 - ii** forward to the Company immediately upon receipt any relevant documents making reference to adjudication
 - iii** allow the Company at any time to take over and conduct in the name of the Insured the defence and settlement of any claim and/or any legal proceedings referred to in **iv** below
 - iv** institute legal proceedings or arbitration (as appropriate) to challenge or stay the enforcement of an adjudicator's decision or have the dispute which is the subject of the adjudicator's decision determined by a court or arbitrator if requested to do so by the Company
 - v** meet any request direction or timetable of the adjudicator.

Extensions

A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- a** any director or partner of the Insured £250
- b** any Employee £150

B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay the costs incurred with its written consent in appealing against any judgement given

Provided that

- a** this indemnity shall not apply to the payment of fines or penalties
- b** the prosecution relates to the health safety and welfare of any person other than an Employee.

C Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

- a** the Company shall retain sole conduct and control of any claim
- b** the principal shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

D Indemnity to Plant Owners

Where any contract or agreement entered into by the Insured for the hire of plant so requires the Company will indemnify any owner from whom the Insured has hired contractors' plant or equipment to the extent required by the contract between the Insured and the plant owner in respect of liability arising from the hire of plant by the Insured from such plant owner

Provided that:

- a** the Company shall retain sole conduct and control of any claim
- b** the plant owner shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

E Defective Premises Act 1972

This Section is extended to indemnify the Insured in respect of liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land disposed of by the Insured

Provided that this Extension shall not apply to:

- a** the cost of rectifying any damage or defect in the premises or land disposed of
- b** liability for which the Insured is entitled to indemnity under any other policy.

F Leased or Rented Premises

Exclusion 4 of this Section shall not apply to liability for accidental Damage to any premises (including their fixtures and fittings) leased rented or hired to the Insured

Provided that the Company shall not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

G Motor Contingent Liability

Despite Exclusion 7 of this Section the Company will indemnify the Insured in respect of liability arising out of the use of any motor vehicle not belonging to or provided by the Insured and being used in the course of the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that this indemnity shall not apply:

- a** in respect of Damage to the vehicle
- b** whilst the vehicle is being driven
 - i** by the Insured
 - ii** with the general consent of the Insured or a representative of the Insured by any person who to the knowledge of the Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - iii** to liability which is insured or would but for the existence of this Section be insured under any other insurance.

H Overseas Personal Liability

This Section is extended to indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee or any family member accompanying them while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity

Provided that this indemnity shall not apply:

- a** to liability arising out of the ownership or tenure of any land or building
- b** where indemnity is provided by any other insurance.

I Cross Liabilities

Where the Insured comprises more than one party the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

J Data Protection Act 1998

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against the sums which the Insured or any director or partner of the Insured or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is

- a** a registered user in accordance with the terms of the Act
- b** not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i** any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii** any Damage or distress caused by any act of fraud or dishonesty
- iii** the costs and expenses of rectifying rewriting or erasing data
- iv** liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v** the payment of fines or penalties.

K Products Liability

Despite Exclusion 8 of this Section the Company will indemnify the Insured against liability in respect of:

- 1** accidental Bodily Injury to any person
- 2** accidental Damage to Property

occurring anywhere within the Territorial Limits during the Period of Insurance and caused by any Products Supplied in or from Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that:

- 1** the Company's liability under this Extension for all damages (including interest thereon) payable in respect of all such accidental Bodily Injury or Damage to Property during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule
- 2** the Company shall not be liable under this Extension in respect of:
 - a** Damage to or the cost of repair alteration replacement removal or recall of any Products Supplied which give rise to a claim hereunder or any refund for such Products Supplied
 - b** Products Supplied which to the knowledge of the Insured are to be used as a critical part in connection with the flying or navigation of any aircraft spacecraft rocket missile or satellite
 - c** Products Supplied which to the knowledge of the Insured are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by the Company.

L Consumer Protection and Food Safety Acts

The Company will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against legal costs and expenses incurred with the Company's written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a** Part 2 of the Consumer Protection Act 1987
or
- b** Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

- i** the payment of fines or penalties
- ii** proceedings or appeals in respect of any deliberate act or omission by the Insured
- iii** costs or expenses insured by any other policy.

Section 3: Tools and Equipment

The Company will indemnify the Insured at its option by payment reinstatement or repair in respect of accidental Damage to any Tools and Equipment occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not specifically excluded in this Section nor in the General Exclusions of this Policy.

Provided that the liability of the Company will not exceed the Sums Insured specified in Section 3 of the Schedule.

Exclusions

The Company shall not be liable under this Section in respect of:

- 1** Damage due to wear tear gradual deterioration mildew vermin insects damp rust corrosion erosion or other gradually operating cause
- 2** Damage due to exposure to weather conditions of any moveable Tools and Equipment located in the open or in open-sided buildings
- 3** Damage to:
 - a** any item of Tools and Equipment caused by its own mechanical breakdown or derangement
 - b** any part of any electrical Tools and Equipment directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Tools and Equipment or to other Tools and Equipment by the spread of fire therefrom is not excluded
 - c** any Tools and Equipment as a result of normal upkeep or normal making good
 - d** any Tools and Equipment let out on hire
- 4** unexplained losses shortages due to error or omission losses discovered at times of normal stocktaking or making an inventory or loss resulting from the Insured voluntarily parting with title or possession of any Tools and Equipment if induced to do so by deception
- 5** Damage occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- 6** consequential loss of any kind
- 7** Damage due to theft or attempted theft of unattended Tools and Equipment other than
 - a** theft involving entry to or exit from a locked building or from a locked vehicle which is contained in a locked building or in a guarded security park by forcible and violent means occurring between 9pm and 6am
 - b** theft from a locked building or locked vehicle by forcible and violent means occurring between 6am and 9pm provided that in respect of any claim for theft from a locked vehicle the Excess shall be the greater of
 - i** 25% of the amount of the loss or
 - ii** the Excess shown in Section 3 of the Schedule
- 8** the Excess shown in Section 3 of the Schedule except as provided for under Exclusion 7.

Extensions

1 Reinstatement of Losses

The Sums Insured under this Section will not be reduced by the amount of any loss

Provided that

- a** the Insured shall comply with any reasonable recommendations the Company may make to prevent further Damage
- b** the Insured shall pay an additional premium at a rate to be agreed on the amount of the loss from the date of the incident to the date of expiry of the Period of Insurance.

2 Other Interests

The interest in any portion of the Tools and Equipment of any party entering into an agreement with the Insured (or any principal of the Insured) is noted in this insurance to the extent that the agreement entered into with the Insured (or any principal of the Insured) requires such interest to be noted

Provided that such other party shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section and the Policy in so far as they can apply.

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition - Cancellation.

Termination

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition - Cancellation.

Instalments – Consumer Credit Agreement

If you have chosen to pay by Direct Debit instalments please read the Terms and Conditions of any Consumer Credit Agreement you have signed. Failure to comply with the Terms and Conditions of the Consumer Credit Agreement may affect your policy coverage.

How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the Broker, Intermediary or Agent who arranged the Policy for you or NIG at the address below quoting the Policy Number in all cases.

If you are not satisfied with the way in which a complaint has been dealt with, please write to:

The Chief Executive,
NIG
Crown House,
145 City Road,
London
EC1V 1LP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,
183 Marsh Wall,
London E14 9SR
Telephone: 0845 080 1800.

Details about our Regulator

The National Insurance and Guarantee Corporation Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register, or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.



Tradesmen

NIG, Crown House,
145 City Road, London EC1V 1LP

