

# Site Insurance Policy

**Comprehensive Cover for  
Self-Build, Renovation  
or Conversion Projects**



# Contacting Us

Now that you've chosen us for your Self-Build, Renovation or Conversion Insurance, you can be sure that we'll be there for you whenever you need us.

## Useful telephone numbers:

### Customer Services:

For All General Enquires

**0845 230 9874**

Opening hours are 9.00am to 5.00pm Mon-Fri

### Claims Line:

**0845 230 9874**

24 Hour Emergency Contact point is available using the above number.

### Did you know that we also arrange

- Structural Warranty
- Buildings & Contents
- Marine Cargo Insurance
- Travel
- Let Properties
- Contractors' All Risks
- Commercial Insurance

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# Self-Build Zone Site Insurance Policy

## Here is your new Policy

The complete **Self-Build Zone Site Insurance Policy** consists of:

- a) the Policy booklet
- b) the Policy Schedule which shows who is the **Insured** and other particulars such as the Period of Insurance
- c) five Sections which give precise details of the cover being provided. Legal Expenses details are in a separate policy booklet.
- d) General Policy Definitions and Conditions.
- e) any Endorsements which might apply to the Policy or individual Sections and which incorporate cover amendments and such like. Immediate notice should be given to the **Insurer** of any changes which may affect the insurance provided by this Policy

This Policy is underwritten by Mitsui Sumitomo Insurance (London Management) Ltd. in accordance with the authorisation granted under Binding Authority Number R 071001.

May we please ask you to examine the Policy, Schedule and Certificate to make sure that you have the cover that you require. If you need to make any amendments, please call 0845 230 9874

In consideration of the payment of the Premium by the **Insured** the **Insurer** agrees to provide insurance to the **Insured** in the manner described in each of the Sections against events set out in the Sections specified in the Policy Schedule occurring during the Period of Insurance.

## Law applicable to the Policy

European provisions allow those parties to a Contract of Insurance to choose the law applicable to such Contract. In the absence of any written agreement to the contrary, the law applicable to this Contract will be that of the country where the **Insured** is usually resident, otherwise the laws of England and Wales will apply.



Simon Middleton  
Director  
**On behalf of the Insurer**

# Promise of Service and Complaints

## Our Promise to You

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

## What to do if You have a Complaint

If you have a complaint, please contact us on 01732 742 102 or write to us at the address below, quoting your Policy number or claim reference.

Self-Build Zone Limited  
Anton House  
South Park  
Sevenoaks  
Kent TN13 1EB  
E-mail: [customerservices@selfbuildzone.com](mailto:customerservices@selfbuildzone.com)

Self-Build Zone Limited is a subsidiary company of Sennocke International Insurance Services Limited, registered at the same address, and which is Authorised and Regulated by the Financial Services Authority

If your complaint cannot be resolved to your satisfaction, you may write to the Chief Executive at the same address.

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**Should any matter relating to this Policy not be resolved to your satisfaction please write to: -**  
The Underwriter, Mitsui Sumitomo Insurance (London Management) Ltd., Lloyd's of London, Lime Street London, EC3.

Mitsui Sumitomo Insurance (London Management) Ltd. is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance Contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN.  
Telephone: 020 7892 7300  
Fax: 020 7892 7301  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

If it is still not possible to reach an agreement then you may refer the matter to the following organization:  
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.  
Telephone: 0845 080 1800  
E-mail: [complaint.info@financial.ombudsman.org.uk](mailto:complaint.info@financial.ombudsman.org.uk)  
Web-site: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Your Rights

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

# Definitions

## Applicable to the whole Policy (unless specified) wherever these words appear in bold letters

**Bodily Injury** (only applicable to Section Three, Personal Accident and Section Four, Broken Bones)  
Shall mean an injury which is caused by accidental means and which within twenty four months from the date of the accident results in the **Insured Person's** Death, Dismemberment or Disablement.

### **Completion**

Shall mean the completion of the **Works** as certified by the **Supervising Construction Consultant** and set out in the **Contract** and/or the physical completion of the Self-Build Home to the standards required and certified under statutory Building Regulations and Building Control, if applicable. Occupancy of the home does not in itself constitute completion if prior to completion of the **Works**.

### **Construction Phase** (only applicable to Section Three – Personal Accident)

Shall mean from the time Ground Clearance starts until the date the project reaches **Completion**.

### **Contract**

Shall mean the erection of or alteration or extension or conversion to a private dwelling at the address specified in the Schedule.

### **Direct Transit**

Shall mean and be limited to conveyance of the Insured Property directly to or from the Site of the **Contract**, any Supplier or **Works** to which this Policy applies including Loading on to and Unloading from the transport vehicle, including any storage en-route, but this shall not include: -

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

### **Estimated Professional Reinstatement Cost**

Shall mean the Estimated Valuation of all **Works** to be carried out by the Supervising Construction Consultant - or the Estimated Professional Reinstatement Valuation of the **Works** to be carried out - or the Estimated Contract Price at the commencement date of the **Contract** or **Works**.

### **Existing Structure**

Shall mean any existing structure on or adjacent to the site of the **Contract** for the purposes of the execution of the **Works**, but notwithstanding anything to the contrary excluding outbuildings, ancillary buildings or any boundary walls, unless specifically named and identified in the Policy Schedule

### **Free Materials**

Shall mean and be limited to any materials supplied by or provided to the **Insured** for inclusion in the **Works** for which the **Insured** is responsible the value of which will not be included in the final valuation of the **Works** carried out or Final Contract Price and which are not otherwise excluded from this Policy.

### **High Radioactivity Zone**

Shall mean for nuclear power stations and reactors the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof the fuel elements the control rods and the irradiated fuel store and for non-reactor nuclear installations any area where the level of radioactivity requires the provision of a biological shield.

### **Insured**

Shall mean the person or persons named as such in the Schedule.

### **Insured Person** (only applicable to Sections Three – Personal Accident and Section Four – Bone Fracture)

Shall mean the **Insured** or immediate family member living with them.

### **Insurer**

Shall mean Mitsui Sumitomo Insurance (London Management) Ltd.

### **Legal Costs**

Shall mean Legal Fees and Costs reasonably and properly incurred by the solicitor, with the **Insurer's** prior written authority including Costs incurred by another party for which the **Insured** is made liable by Court Order, or may pay with the **Insurer's** consent in pursuit of a civil claim within the United Kingdom, the Isle of Man or Channel Islands arising from an Insured Incident.

**Loss of Eye** (only applicable to Section Three – Personal Accident)  
Shall include total and irrecoverable Loss of Sight.

**Permanent Total Disablement** (only applicable to Section Three – Personal Accident)  
Shall mean disablement, caused other than by Loss of Limb or Eye, which has lasted for at least twelve months and will in all probability entirely prevent the **Insured Person** from engaging in their usual occupation for the remainder of their life.

**Proposal**  
Shall mean any information provided by the **Insured** in connection with this Policy and any declaration made in connection therewith.

**Supervising Construction Consultant**  
Shall mean a Person or Persons with the following UK qualifications:

FRICS, ARICS	(Fellow or Associate of the Royal Institution of Chartered Surveyors),
F.I.Struct.E, M.I.Struct.E	(Fellow or Member of the Institute of Structural Engineers),
FCIOB, MCIQB	(Fellow or Member of the Institute of Building),
FASI, MASI	(Fellow or Member of the Architects and Surveyors Institute),
FB Eng., MB Eng.	(Fellow or Member of the Association of Building Engineers),
MBIAT	(Member of the British Institute of Architectural Technologists),
ARB	(Architect registered with the Architects Registration Board),
CRIBA, ARIBA, FRIBA	(Member, Associate or Fellow of the Royal Institute of British Architects),
FICE, MICE	(Fellow or Member of the Institute of Civil Engineers)
FSVA, ASVA	(Fellow or Associate of the Institution of Valuers and Auctioneers).

**Terrorism**  
Shall mean an act including but not limited to the use of force or violence and or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear.

**Unattended Vehicle**  
Shall mean and be limited to a vehicle with no one in charge keeping it under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

**Works**  
Shall mean all work executed or in the course of execution by the **Insured** in the performance of the **Contract** and materials for incorporation therein and all Plant, Tools, Equipment and Temporary Buildings or any other property on or adjacent to the Site of the **Contract** for the purposes of the execution of the **Works**.

# General Conditions

- 1 Identification**

This Policy, Schedule, Sections, Special Clauses and Endorsements shall be read together as one document and unless specifically stated to the contrary where any word or expression has been given a specific meaning that word or expression shall take the same meaning throughout this Policy.
- 2 Observance of Conditions**

Observance and compliance with the terms, exclusions and conditions of this Policy by the **Insured** and the truth of the statements in any **Proposal** (which shall be the basis of this Policy) made by the **Insured** shall be a condition precedent to any liability of the **Insurer** to make any payment under this Policy.
- 3 Alteration of Risk**

If any change shall occur materially varying the facts existing at the commencement of the Period of Insurance or if any defects or conditions of working are discovered which render the risk more hazardous than is usual then the **Insured** shall forthwith notify the **Insurer** and in the meantime take such additional precautions as the **Insurer** or circumstances may require and continue to act as though uninsured, protecting all interested parties.
- 4 Adjustment**

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

The **Insurer** may at any reasonable time inspect the Site of the **Contract** and in the event of any defect or danger being apparent the **Insurer** may give written notice to the **Insured** when all liability of the **Insurer** arising from such defect or danger shall be suspended.
- 6 Avoidance and Recovery**

The indemnity granted by Section 2 of this Policy 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 or the Channel Islands but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.
- 7 Jurisdiction**

Any dispute concerning the interpretation of the terms of this Policy shall be resolved in accordance with the law of the country of usual residence of the **Insured**, otherwise the law of England and Wales will apply.
- 8 Reinstatement of Sum Insured**

In consideration of the Sum Insured under Section 1 not being reduced by the amount of any loss the **Insurer** can request that the **Insured** shall pay the appropriate additional Premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance and the **Insured** agrees to comply with any recommendations or other measures that the **Insurer** may require to reduce the risk of further loss or damage.
- 9 Abandonment**

No Property may be abandoned to Self-Build Zone Limited, Sennocke International Insurance Services Limited or to the **Insurer**.
- 10 Fraud**

If any claim shall be in any respect fraudulent, or if fraudulent means or devices are used by the **Insured** or anyone acting on their behalf to obtain benefit under this Policy, all benefit hereunder will be forfeited.
- 11 Contribution**

If at the time of any event which may give rise to a claim under the Policy:

  - a) a valid claim can be made under any other insurance, warranty, guarantee or Contractual undertaking in respect of that event, or
  - b) the **Insured** is entitled to claim any statutory compensation or damages,

indemnity under this Policy is limited to any loss not covered in (a) or (b) above and shall not be called into contribution.

- 12 Recoveries**  
The **Insurer** is entitled to control and settle any claim and to take proceedings at their cost but in the name of the **Insured** to secure compensation from any third party in respect of anything covered by this Policy.
- 13 Premium Payment**  
No Policy will be in force unless the premium has been paid in cleared funds to Self-Build Zone Limited and/or Sennocke International Insurance Services Limited.
- 14 Reasonable Care**  
The **Insured** shall take all reasonable care:
- a) to prevent any event which may give rise to a claim under this Policy.
  - b) to ensure the site of the **Contract** and the plant are maintained in safe and proper order and repair.
  - c) in the selection and supervision of all Contractors or other persons who may be involved in the **Contract**.
  - d) to comply with all statutory and other obligations and regulations imposed by any authority.
  - e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.
- 15 Cancellation**  
The **Insured** or the **Insurer** can cancel this policy giving fourteen (14) days notice in writing to the other. If the **Insurer** cancels the **Insured** may be entitled to a pro-rata refund of Premium as long as the **Insured** has not made a claim.
- 16 Biological or Chemical Materials**  
It is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# Section 1 - Construction Works

## Cover

This Section is applicable to the **Contract** specified in the Policy Schedule.

In the event of Physical Loss of or Damage to the Insured Property described by this Section occurring on or adjacent to the Site of the **Contract** to which this Policy applies the **Insurer** will by payment or at their option by repair reinstatement or replacement indemnify the **Insured** against such Loss or Damage.

**Provided that** such Insured Property belongs to or is the responsibility of the **Insured** and is intended for use on the Site of the **Contract** and in connection with the **Works**.

This Section extends to include: -

- 1 Existing Property**  
Loss of or Damage to Existing Property forming all or a part of any **Existing Structure** when included within the Policy Schedule.
- 2 Transit**  
Loss of or Damage to the Property Insured whilst in **Direct Transit** anywhere within Great Britain, Republic of Ireland, Northern Ireland, Channel Islands or the Isle of Man other than:
  - a) by sea or air.
  - b) any mechanically propelled vehicle under its own power.
  - c) employees' tools and personal effects.
  - d) whilst in any **Unattended Vehicle** unless such vehicle is within a locked and secured enclosure compound or building.
- 3 Supervising Construction Consultants Fees**  
Supervising Construction Consultants Fees and other Professional Fees necessarily incurred in the repair reinstatement or replacement of Loss of or Damage to the Insured Property consequent upon Loss or Damage, (but not for preparing or adjusting any claim) not exceeding 25% of the **Estimated Professional Reinstatement Cost**, (including the value of **Free Materials**) in respect of any one incident.
- 4 Removal of Debris**  
Costs and Expenses incurred by the **Insured** with consent of the **Insurer** in:
  - a) removing debris
  - b) dismantling and/or demolishing
  - c) propping or shoring up of the portion or portions of property lost or damaged occurring on or adjacent to the Site of the **Contract** which is the subject of indemnity under this Section but the **Insurer** shall not be liable in respect of Costs and Expenses arising from any pollution or contamination of property not Insured hereby.
- 5 Off-site Storage**  
**Works**, Temporary **Works** and Materials under Item 1 whilst not on the Site of the **Contract** but intended for inclusion in the **Works** where the **Insured** or Contractor is responsible under any standard printed Contract conditions, provided that the value of such materials and goods have been included in the **Estimated Professional Reinstatement Cost**, and the materials and goods are separately stored and identified as being designated for incorporation in the **Works**.

**6 Public Authorities Clause**

Following damage to the Insured Property under Item 1 of the Schedule, the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority but excluding:

- a) the cost of complying with any of the said Regulations or Byelaws
  - i) in respect of damage occurring prior to the granting of this Extension.
  - ii) under which notice has been served upon the **Insured** prior to the happening of the damage.
  - iii) in respect of undamaged property or portions of property other than foundations of that portion of the property damaged.
- b) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof, by reason of compliance with any of the said Regulations or Bye-Laws.
- c) the work of reinstatement must be commenced and carried out with reasonable dispatch, and may be carried out wholly or partially upon another site (if the said Regulations or Bye-Laws so necessitate) subject to the liability of the **Insurer** under this extension not being thereby increased.

Subject to a maximum indemnity of GBP10,000.00 in respect of any one claim.

**7 Hire Charges Liability**

In the event of Loss of or Damage to an item of Property described under Item 4 of the Schedule (liability for which has been admitted or would have been admitted but for the application of the Insured's Retained Liability) payment for hire charges for which the **Insured** is responsible in respect of the lost or damaged item of Property during the period in which such Property cannot be used as a result of the loss or damage

Provided that:

- a) no liability shall attach to the **Insurer** under this Extension if at the time of the happening of the loss or damage the **Insured** is party to the Construction Plant-hire Association, Scottish Plant Owners Association recommended Conditions of Hire for the hire of the lost or damaged item of Property.
- b) the **Insurer** shall not be liable for the Hire Charges accruing during the twenty-four (24) hours immediately following the occurrence of the Loss or Damage.

**8 Additional Costs and Expenses**

In the event of Loss of or Damage to the Property described under Item 1 of the Schedule (liability for which has been admitted under this Section or would have been admitted but for the application of the Insured's Retained Liability) Additional Costs reasonably incurred by the **Insured** in repair reinstatement or replacement of the lost or damaged Property by way of overtime rates of wages and the cost of special delivery provided that the liability of the **Insurer** in respect of such Additional Costs shall not be more than 15% of the final agreed value of any claim, before the deduction of the **Insured's** Retained Liability.

**9 Immobilised Plant**

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

# Section 1- Construction Works

## Conditions

- 1 Cessation of Works**  
If from any cause work ceases on the Site of the **Contract** for a continuous period in excess of sixty (60) days then immediate written notice must be given to the **Insurer** with details of the work completed and outstanding and the **Insurer** on receipt of such notice may at its discretion agree continuation of this Policy at amended terms.
- 2 Statute Inspections**  
The **Insured** shall ensure that all Plant and Equipment requiring Inspection under any Statute or Order is so inspected.

# Section 1- Construction Works

## Exclusions

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

- 1 Properties Completed, taken Into Use and Contract Maintenance Period**  
Loss of or Damage to any part of the **Works**:
  - a) after such part has been completed and delivered up to the Owner, Tenant or Occupier, or
  - b) after such part has been taken into full use by the Owner, Tenant or Occupier and for which a Certificate of Completion has been issued.
  
- 2 Existing Property**  
Loss of or Damage to existing property unless the Professional Reinstatement Cost of such property is included in the Policy Schedule.
  
- 3 Money**  
Loss of or Damage to Money, Deeds, Bonds, Bills of Exchange, Promissory Notes, Cash, Bank Notes, Cheques, Securities or Stamps.
  
- 4 Licensed Road Vehicles**  
Loss of or Damage to any mechanically propelled vehicle, including any trailer attached thereto, licensed for road use and for which a Certificate of Motor Insurance is required - other than a vehicle used solely as a tool of trade on the Site of the **Contact**.
  
- 5 Mechanical Failure**  
Loss of or Damage to Construction Plant due to its own mechanical failure.
  
- 6 Waterborne Vessels and Aircraft**  
Loss of or Damage to:
  - a) any vessel or craft made or intended to float on or in or travel on or through water or air
  - b) Plant, Tools, Equipment or other things in or on any vessel or craft except whilst in transit by inland waterway.
  
- 7 Conditions of Contract**  
Loss of or Damage to Property for which the **Insured** is relieved of responsibility by any Conditions of Contract.
  
- 8 Defective Property**  
Loss of or Damage to and the Costs necessary to replace, repair or rectify the Insured Property:
  - a) which is in a defective condition due to a defect in design plan, specification, materials or workmanship of such Insured Property or any part thereof.
  - b) which is necessary to enable the replacement, repair or rectification of Insured Property excluded by 8(a) above. Exclusion 8(a) above shall not apply to other Insured Property, which is free of the defective condition and is damaged as a consequence thereof.

For the purposes of this Exclusion the Insured Property shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Insured Property or any part thereof.
  
- 9 Normal Upkeep or Making Good**  
The cost of normal upkeep or making good.
  
- 10 Pollution or Contamination**  
Loss or Damage caused by pollution or contamination other than that of or to the Insured Property.
  
- 11 Wear and Tear Confiscation**  
Loss and/or Damage due to: -
  - a) wear and tear, rust, mildew or other deterioration.
  - b) confiscation, nationalisation, requisition or destruction by or under the order of any Government or Public or Local Authority.
  
- 12 Inventory Loss**  
Loss of property by disappearance or shortage which is only revealed when an inventory is made and/or is not traceable to an event.

- 13 Penalties & Consequential Losses**  
Penalties under Contract for Delay, Non-completion, Consequential Loss or Damage of any kind or description.
- 14 Terrorism**  
Damage or Loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of:-  
a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and  
b) in Northern Ireland - Civil Commotion
- This Policy also excludes Damage or Loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of **Terrorism**.
- In any action suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any Damage or Loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or Loss is covered shall be upon the **Insured**.
- 15 War**  
any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or usurped power.
- 16 Radioactivity**  
Loss of or Damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any Consequential Loss directly caused by or contributed to by or arising from:  
a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any 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.
- 17 Sonic Bangs**  
Loss or Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 18 Consequential Loss**  
Consequential Loss of any nature or by any reason or event.

# Section 2 – Liability

## Cover

### Compensation Legal Costs Solicitors Fees

The **Insurer** will indemnify the **Insured** against

- a) All sums which the **Insured** shall become legally liable to pay for Compensation and Claimants Costs and Expenses in respect of an Occurrence to which this Section applies as stated in the Specification and in connection with the **Contract** but not in respect of any action for Compensation brought in any court outside the European Union.
- b) All Costs and Expenses of litigation incurred with the written consent of the **Insurer** in respect of a claim against the **Insured** to which the indemnity expressed in this Section applies.
- c) The payment of the solicitors fee incurred with the written consent of the **Insurer** for representation of the **Insured** at proceedings in any Court of summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any Occurrence which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Occurrence.
- d) **Legal Costs** and other expenses incurred with the written consent of the **Insurer** and costs of the prosecution awarded against the **Insured** arising out of any prosecution of the **Insured** including an appeal against conviction for a breach or alleged breach during the Period of Insurance of Part 2 of the Consumer Protection Act 1987, the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any re-enactment of or amendment to them but the **Insurer** shall not be liable for any fines or penalties imposed if occurrence 1 is not Insured by this Section. The **Insurer** will not indemnify the **Insured** against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person working for the **Insured** and arising out of and in the course of their employment by the **Insured**.

### Any One Occurrence (Applicable to Occurrence 1)

The Liability of the **Insurer** for all Compensation, Claimants' Costs, Fees, Expenses and Defence Costs, Fees and Expenses shall not exceed the amount of Indemnity in the Policy Schedule.

### Any One Occurrence (Applicable to Occurrence 2)

The liability of the **Insurer** for all Compensation (including Claimants' Costs, Fees and Expenses) shall not exceed the amount of Indemnity in the Policy Schedule.

Unless otherwise stated herein or endorsed hereon Defence Costs in respect of which an indemnity is provided by Occurrence 2 will be payable in addition to the amount of Indemnity.

### Any One Period (Applicable to Occurrence 3)

The liability of the **Insurer** for all Compensation shall not exceed in any one Period of Insurance the amount of Indemnity in the Policy Schedule.

Unless otherwise stated herein or endorsed hereon any Costs and Expenses in respect of which an indemnity is provided by Occurrence 3 will be payable in addition to the amount of Indemnity

### Offshore Activities

The **Insurer** will not provide indemnity in respect of visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

### Territorial Limits

This Section shall apply only to liability in connection with the **Contract** within Great Britain, Northern Ireland, Channel Islands and Isle of Man.

# Section 2 – Liability

## Interpretation

### 1 Additional Persons Insured

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

- a) in the event of death of the **Insured**, any personal representative of the **Insured** in respect of liability incurred by the **Insured**.
- b) if the **Insured** so requests:
  - i) any director or partner of the **Insured**.
  - ii) any person employed by the **Insured** under a Contract of Service or Apprenticeship
  - iii) any person working for the **Insured** (as defined in Clause 2 below) if the **Insured** would have been entitled to indemnity under this Section.
- c) for the purposes of the Specification, Occurrence 1 and Occurrence 2 if the **Insured** so requests any Principal with whom the **Insured** has entered into an agreement for or including the performance of work within the Territorial Limits as far as is necessary to meet the requirements of such agreement but only in respect of injury illness disease loss or damage arising out of the performance of such work by the **Insured**.
- d) for the purpose of Special Clause D – Deliberate Acts the spouse of any person specified in 1(b) above.

### 2 Persons Working for the Insured

For all the purposes of this Section other than clause 1(b)(ii) above:

- a) Labour Masters and persons supplied by them.
- b) Persons employed by Labour Only Sub-Contractors.
- c) Self-employed persons.
- d) Drivers and/or Operators of Plant hired to the **Insured**.
- e) Persons gaining work experience.
- f) Any other person hired or borrowed by the **Insured**.
- g) Voluntary workers working for the **Insured** in connection with the **Contract** shall be deemed to be employed by the **Insured** under a Contract of Service or Apprenticeship.

### 3 Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work

This Section shall include:

- a) the provision and management of canteen, social, sports and welfare facilities for the benefit of the **Insured's** employees first aid fire and ambulance services and maintenance of the **Insured's** premises and the provision of security services for the **Insured's** premises.
- b) private work carried out by any servant of the **Insured** for a director, partner or employee of the **Insured** with the prior consent of the **Insured**.

### 4 Cross Liabilities

If there is more than one **Insured** specified in the Policy Schedule this Section shall apply separately to each one as if a separate Section had been issued to each but the total liability of the **Insurer** shall not exceed the amount of Indemnity.

### 5 Effective Dates of Endorsements

- a) So far as concerns Occurrence 1 any Endorsement to this Section shall apply to Occurrences caused on or after the Effective Date of such Endorsement.
- b) So far as concerns Occurrence 2 and Occurrence 3 any Endorsement to this Section shall apply to occurrences happening on or after the Effective Date of such Endorsement.

# Section 2 – Liability

## The Specification

### Occurrences

#### Occurrence 1 - Employers Liability

Bodily Injury, Illness, Disease or Nervous Shock caused during the Period of Insurance to any person under a Contract of Service or Apprenticeship with the **Insured** if such injury illness disease or nervous shock arises out of and in the course of their employment by the **Insured** in connection with the **Contract**.

#### Special Clauses which apply:

<b>F</b>	<b>Contractual Liability</b>
<b>L</b>	<b>Radioactive Contamination</b>
<b>N</b>	<b>Motor Vehicles</b>
<b>O</b>	<b>Court Attendance Costs</b>
<b>Q</b>	<b>Piling and Explosives</b>

#### Exception to Occurrence 1.

The **Insurer** will not provide indemnity against liability arising out of **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees and a sub limit of indemnity is shown in this Section.

#### Occurrence 2 – Public Liability

- a) Bodily Injury, Illness, Disease or Nervous Shock to any person except that arising out of and in the course of their employment by the **Insured** under a Contract of Service or Apprenticeship.
- b) Loss of or Damage to physical property not belonging to the **Insured** or in the charge or under the control of the **Insured** or any servant of the **Insured**.
- c) Loss arising from trespass, nuisance, or interference with any easement of air, light, water or way happening during the Period of Insurance in connection with the **Contract** but excluding occurrences as described in Occurrence 3 hereunder.

#### Special Clauses which apply:

<b>A</b>	<b>Rented Premises</b>
<b>B</b>	<b>Employees' and Visitors Personal Effects</b>
<b>C</b>	<b>Defective Premises Act</b>
<b>D</b>	<b>Overseas Personal Liability</b>
<b>E</b>	<b>Deliberate Acts</b>
<b>F</b>	<b>Contractual Liability</b>
<b>H</b>	<b>Damage to Goods Supplied</b>
<b>I</b>	<b>Vehicles and Contingent Liability</b>
<b>J</b>	<b>Vessels and Crafts</b>
<b>K</b>	<b>War</b>
<b>L</b>	<b>Radioactive Contamination</b>
<b>M</b>	<b>Pollution</b>
<b>N</b>	<b>Motor Vehicles</b>
<b>O</b>	<b>Court Attendance costs</b>
<b>P</b>	<b>Data Protection Act 1988</b>
<b>Q</b>	<b>Piling and Explosives</b>
<b>R</b>	<b>Property in the Charge of the Insured</b>
<b>S</b>	<b>Asbestos</b>
<b>T</b>	<b>Animals and Livestock</b>

### **Exception to Occurrence 2.**

The **Insurer** will not cover Loss or Damage resulting from Damage occasioned by or happening through or in consequence directly or indirectly of:

- a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- b) in Northern Ireland - Civil Commotion

This Section also excludes Damage or Loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of **Terrorism**.

In any action suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any Damage or Loss resulting from Damage is not covered by this Section the burden of proving that such Damage or Loss is covered shall be upon the **Insured**.

### **Occurrence 3 - Products Liability**

- a) Bodily Injury, Illness, Disease or Nervous Shock to any person except that arising out of and in the course of their employment by the **Insured** under a Contract of Service or Apprenticeship.
- b) Loss of or Damage to physical property not belonging to the **Insured** or in the charge or under the control of the **Insured** or any servant of the **Insured** caused by any commodity article or thing supplied, installed, erected, repaired, altered or treated by the **Insured** happening elsewhere than at the **Insured's** premises, happening during the Period of Insurance in connection with the **Contract**.

#### **Special Clauses which apply: -**

- E** Deliberate Acts.
- G** Contractual Liability (Products)
- H** Damage to Goods Supplied
- I** Vehicles and Contingent Liability
- J** Vessels and Craft
- L** Radioactive Contamination
- M** Pollution
- O** Court Attendance Costs
- Q** Piling and Explosives

### **Exception to Occurrence 3.**

The **Insurer** will not cover Damage or Loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of:

- a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- b) in Northern Ireland - Civil Commotion

This Section also excludes Damage or Loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of **Terrorism**.

In any action suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any Damage or Loss resulting from Damage is not covered by this Section the burden of proving that such Damage or Loss is covered shall be upon the **Insured**.

# Section 2 – Liability

## Special Clauses

### A Rented Premises

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

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

### B Employees and Visitors Personal Effects

The exclusion of property in the charge or under the control of the **Insured** or any servant of the **Insured** shall not apply to employees' or visitor's personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to:

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

### C Defective Premises Act

If Occurrence 3 is not Insured by this Section the indemnity provided by Occurrence 2 shall apply to 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 respect of premises which have been disposed of by the **Insured**. Provided that: -

- i) prior to such disposal the premises were used by the **Insured** in connection with the **Contract**.
- ii) the **Insured** is not entitled to indemnity from any other source.
- iii) this Special Clause shall not apply in respect of the cost of repairing replacing or remedying any defect in the premises.

### D Overseas Personal Liability

The **Insurer** will provide indemnity to the **Insured** and if the **Insured** so requests an Employee, Director or Partner of the **Insured** against Legal Liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the business.

The indemnity will not apply:

- i) to Legal Liability arising out of the ownership or occupation of land or buildings.
- ii) where the indemnity is provided by any other insurance

### E Deliberate Acts

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

### F Contractual Liability

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

- i) Liquidated Damages or Damages imposed by or payable under any Penalty Clause.
- ii) any Contract for or including the performance of work outside the Territorial Limits.

### G Contractual Liability (Products)

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

**H Damage to Goods Supplied**

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

**I Vehicles and Contingent Liability**

This Section shall not apply to liability in respect of:

- a) any vehicles (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased hired borrowed or driven by the **Insured** or by the person seeking indemnity.
- b) the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare. This Special Clause shall not apply to any Plant whilst within the premises of the **Insured** or on any site where the **Insured** is carrying out work. Provided always that this Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation or where the **Insured** is entitled to Indemnity from any other source.

**J Vessels and Craft**

This Section shall not apply to liability in respect of:

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

**K War**

This Section shall not apply to liability for any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or usurped power.

**L Radioactive Contamination**

This Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation 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.

But so far as concerns injury to or illness or disease arising out of and in the course of their employment by the **Insured** this Special clause shall apply only in respect of:

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

**M Pollution**

This Section shall not apply to liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination, which arises out of one incident, shall be deemed to have happened at the time such incident takes place.

The liability of the **Insurer** for all Compensation payable in respect of all Pollution or Contamination which is deemed to have happened during the Period of Insurance shall not exceed the Sum stated in the Policy Schedule as the amount of Indemnity for any one Event.

For the purpose of this Section, Pollution or Contamination shall be deemed to mean:

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere, and
- b) all Loss or Damage or Injury directly or indirectly caused by such pollution or contamination.

**N Motor Vehicles**

This Section shall not apply to liability in respect of bodily injury, illness, or disease sustained by any employee when the employee is:

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

- O Court Attendance Costs**  
 In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with an Occurrence in respect of which the **Insured** is entitled to indemnity under this insurance the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:
- |    |   |      |
|----|---|------|
| a) | the <b>Insured</b>  | £250 |
| b) | any person employed by the <b>Insured</b> under a Contract of service or apprenticeship | £100 |
- P Data Protection Act**  
 In respect of liability arising under the Data Protection Act Occurrence 2 shall apply as though damage and/or distress were bodily injury even if such damage or distress arises from the loss or destruction of data in the charge of or under the control of the **Insured** or any servant of the **Insured**. The indemnity shall also apply in respect of damage or distress suffered by any person under a Contract of service or apprenticeship with the **Insured**.  
 Provided that
- a)
    - i. the process of registration under the Data Protection Act has not been refused or withdrawn.
    - ii. the liability does not arise from the provision by the **Insured** of the services of a computer bureau.
  - b) the **Insurer** shall not be liable in respect of
    - i. the recording or provision of data for reward or for determining the financial status of a person.
    - ii. Damage or distress which results from a deliberate act of omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission.
  - c) The total liability of the **Insurer** (including all cost and expenses) in respect of all such damages or distress happening during any one Period of Insurance shall not exceed the sum of GBP1,000,000.00
- Q Piling and Explosives**  
 This Section shall not apply to work of piling or the use of explosives unless specifically carried out by a bona fide Contractor under a standard form of Contract.
- R Property in the charge of the Insured**  
 The exclusion of property in the charge of or under the control of the **Insured** or any servant of the **Insured** shall not apply to property whilst at the **Works** but this clause shall not apply to:
- a) Property Lent, Leased, Rented or Hired to the **Insured** or any servant of the **Insured**.
  - b) any part of the Property comprising of the **Works** as defined in respect of any **Contract** undertaken by the **Insured**
- S Asbestos**  
 This Section does not apply to or include legal liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- T Animals and Livestock**  
 This Section does not apply to or include legal liability for any loss or damage caused by or attributable to Animals or Livestock owned by the **Insured** or for which the **Insured** is deemed responsible.

# Section 3 – Personal Accident Cover

If during the **Construction Phase** an **Insured Person** sustains **Bodily Injury** and independently of any other cause results in the Death, Dismemberment or Disablement of the **Insured Person** the **Insurer** will pay to the **Insured** the Benefit specified.

## Conditions

### Disappearance

If an **Insured Person** disappears and after a suitable period of time it is reasonable to believe that such **Insured Person** has died as a result of **Bodily Injury**, the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the **Insurer**.

### Exposure

Injury as a direct result of unavoidable exposure to the elements of the **Insured Person** shall be deemed to have been caused by **Bodily Injury**.

### Aggregate Limit of Liability

The **Insurer** shall not be liable for any amount in excess of the aggregate Limit of Liability. If the aggregate amount of all benefits payable under this Section exceeds that amount the Benefit payable to each **Insured Person** shall be proportionately reduced until the total of all Benefits does not exceed the aggregate Limit of Liability.

## Exclusions

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

- 1 Directly or indirectly consequent upon:
  - a) the **Insured Person** committing or attempting to commit suicide, or intentionally inflicting self-injury.
  - b) the **Insured Person** engaging in aviation other than as a passenger.
  - c) active service in any of the armed forces of any national other than members of the Territorial Army Volunteer Reserve, the Royal Air Force Volunteer Reserve or the Royal Navy Volunteer Reserve.
  - d) declared or undeclared War or any act thereof.
  - e) the **Insured Person** suffering from sickness or disease not directly resulting from **Bodily Injury**.
  - f) any Winter Sport or Hazardous Pursuit or pastime.
- 2 Suffered before the **Insured Person** reaches 18 or after the **Insured Person** reaches 65 years of age.

# Section 4 – Bone Fracture

## Cover

If during the Period of Insurance an accident occurs and causes an **Insured Person** to suffer a Bone Fracture, the **Insurer** will pay up to the amount shown in the scale of benefits set out below which leads to any of the conditions listed in the Schedule Scale of Benefits provided that: -

- i) the total benefit payable shall not exceed GBP 400.00 in respect of any one accident.
- ii) if an **Insured Person** suffers a **Bone Fracture** which leads to more than one of the Conditions listed in the Schedule, the **Insurer** will only pay benefit for the Condition which qualifies for the highest benefit amount.
- iii) if an **Insured Person** was already disabled before the accident or already had a condition which is getting worse the **Insurer** will reduce the payment. The reduced payment will be based on the **Insurer's** medical assessment of the difference between:
  - a) the temporary disability after the second accident; and
  - b) the extent to which the temporary disability is affected by the disability or the condition before the accident.
- iv) the **Insurer** will not pay benefit for each fracture following multiple fractures to any one bone as a result of one accident.
- vi) the **Insurer** will not pay benefit for breaks to bones of the fingers or toes.
- vii) the **Insurer** will not pay benefit for any breaks to bones resulting from Osteoporosis.

# Section 4 - Broken Bones

## Exclusions

**Insurers** shall not be liable in respect of a **Bone Fracture**

1 Directly or indirectly consequent upon:

- a the **Insured Person** committing or attempting to commit suicide, or intentionally inflicting self-injury.
- b the **Insured Person** engaging in aviation other than as a passenger.
- c Active service in any of the armed forces of any national other than members of the Territorial Army Volunteer Reserve, the Royal Air Force Volunteer Reserve or the Royal Navy Volunteer Reserve.
- d Declared or undeclared war or any act thereof
- e the **Insured Person** suffering from sickness or disease not directly resulting from Bodily Injury.
- f any Winter Sport, Hazardous Pursuit or past time.

2 Suffered before the **Insured Person** reaches 18 years of age or after the **Insured Person** reaches 65 years of age

# Section 5 – Personal Possessions

## Cover

In the event of loss of or damage to the **Insured's** Personal Possessions (including clothing, jewellery, watches, binoculars, musical and photographic equipment) as shown in the Schedule the **Insurer** will indemnify the **Insured** against such Loss or Damage by payment or at their option by repair reinstatement or replacement.

## Exclusions

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

1. Theft from an **Unattended Vehicle** other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed GBP 1,000.00
2. Loss or Damage caused by wear, tear, depreciation, the process of cleaning, washing, repairing or restoring any article, the action of light or atmospheric conditions, moth, vermin or any gradually operating cause.
3. Damage to Sports, Camping and Riding equipment.
4. Contact and Corneal Cap or Micro Lenses and Hearing Aids.
5. Securities
6. Furniture, Furnishings, Household Goods, Equipment and Stores, Business Goods and Equipment.
7. Any motorcycle, or other mechanically or electrically propelled vehicle (other than motorised domestic gardening equipment and wheel chairs) aircraft, watercraft, sailboard, surfboard, caravans, trailers, cycles and parts and accessories of any of these.
8. Any living creature.
9. Confiscation or Detention by Customs or other Officials.
10. Electrical or Mechanical Breakdown.
11. Consequential Loss.
12. Business or Professional use.
13. Any Loss or Damage recoverable under any other insurance policy.
14. Damage to your property caused by or resulting from the failure of that property or part of that property to correctly recognise or respond to any date before, during, or after the year 2000.
15. Personal Money, Credit, Debit or Cheque Guarantee and Cash Cards all held for social domestic or charitable purposes for:
  - i) Shortages due to Error or Omission.
  - ii) Losses not reported to the Police.
  - iii) Losses of Credit, Debit, and Cheque Guarantee cards not reported to the card issuing company within twenty-four (24) hours of discovery.

# Claims Conditions

TELEPHONE NUMBER: 0845 230 9874

## 1 Notice of Claims

- a) In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insured** shall as soon as possible give notice thereof by telephone to Self-Build Zone Limited and provide full details in writing using the Claim Form supplied following notification and as far as practicable there shall not be any alteration or repair until the **Insurer** shall have had an opportunity of inspecting. Every claim notice, letter or writ process or other document served on the **Insured** shall be forwarded to Self-Build Zone Limited and/or the **Insurer** immediately on receipt. Notice in writing shall also be given immediately to the **Insurer** by the **Insured** of any impending prosecution inquest or fatal inquiry in connection with any such event.
- b) In the case of theft, loss or wilful damage to the Insured Property the **Insured** shall give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering such Insured Property.
- c) In no case shall the **Insurer** be liable for any Loss of or Damage to the Insured Property not notified to the **Insurer** within three calendar months after the event.

## 2 Admission of Liability

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

## 3 Diminution of Loss or Damage

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

## 4 Control of Claims

The **Insurer** shall be entitled, if they so desire, to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or indemnity or otherwise. The **Insurer** shall have full discretion in the conduct and control of any proceedings and in the settlement of any claim against the **Insured** and the **Insured** shall give all such assistance as the **Insurer** may require. The **Insured** shall at the request of and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by **Insurer**. The **Insured** shall not accept any payment nor make nor accept any settlement or arrangement in respect of any loss or damage without the written consent of **Insurer**. Any waiver of rights shall be at the expense of the **Insured**.

## 5 Waiver of Subrogation Rights

Where the **Contract** or **Works** are undertaken in accordance with any of the Joint Contracts Tribunal Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions (or the equivalent thereof) it is agreed that in respect of loss or damage caused by any of the Specified Perils (as defined in such JCT Standard Forms of Building Contract) to the **Works** executed and unfixed materials and goods placed on or to the **Works** and intended for incorporation therein the **Insurer** will not pursue any rights of subrogation against any nominated or domestic sub-Contractor.

## 6 Insurer's Rights to methods of Settlement

The **Insurer** may at their option repair reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The **Insurer** shall not be responsible for the cost of any alterations, additions, improvements, betterment or overhauls carried out on the occasion of a repair.

- 7 Other Insurances**  
If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such occurrence or claim the **Insurer** shall not be liable under this Policy to indemnify the **Insured** in respect of such occurrence or claim except so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.
- 8 Arbitration**  
If any difference shall arise as to the amount to be paid under the 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 in being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the **Insurer**.
- 9 Discharge of Liability**  
The **Insurer** may pay to the **Insured** the maximum sum payable under this Policy in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the **Insurer** shall not be under any further liability in respect of that occurrence except for the payment of Costs and Expenses of litigation incurred prior to such payment.





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