

Master Tradesman Plus

Policy



Introduction

Thank you for choosing MMA Insurance.

This is your Master Tradesman Plus policy. It sets out the details of your insurance contract with MMA Insurance plc.

Upon payment of the premium for the period of insurance or any subsequent period for which the **Company** shall agree to accept payment the **Company** will indemnify the insured in accordance with and subject to the terms of the policy.

Please read this Policy and its Schedule to ensure that they are in accordance with your requirements. Any query should immediately be referred to your insurance broker or intermediary.

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Contact Numbers

Claims

In the event of you wishing to make a claim we would ask you to follow the procedures we have detailed. This will enable best response on our part and we will endeavour to get things back to normal as quickly as possible.

Commercial Care Line 0844 902 0790

Helplines

As an MMA Policyholder should you require advice or guidance on any business legal or business taxation problem you may use the following 24-hour Telephone Helplines at any time within the period of this policy.

Business Legal Helpline

The service is provided by Capita Assistance.

Telephone **0870 523 4657** and quote your policy number.

Business Taxation Helpline

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

This service is provided by Capita Assistance.

Telephone **0870 523 4657** and quote your policy number.

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

General Information

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

Fibre optic cables and other underground services

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

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

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

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

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

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

Customer Information

Complaints Procedure

It is always our intention to provide a first class standard of service. However, we do appreciate that occasionally things do go wrong. In some cases your broker or intermediary who arranged the insurance will be able to resolve any concerns, and you should contact them directly.

Alternatively, if you need to complain, please contact us at the following address, quoting your policy or claim number:

Quality Assurance at MMA Insurance plc, Norman Place, Reading, Berkshire RG1 8DA.

Telephone: 0844 9021000

Via website: www.mmainsurance.com

Full details of the MMA Internal Complaints Procedure are detailed in our leaflet Complaints Procedure which is available on request or may be downloaded via our website.

If you should remain dissatisfied, once MMA has had the opportunity to resolve your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR. www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. 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.

Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN ([website www.fscs.org.uk](http://www.fscs.org.uk)).

Law Applicable to Contract

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

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

Customer Information

continued

Cancellation

You have a statutory right (under Financial Services Authority rules) to cancel your policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation whichever is the later.

If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid.

Alternatively if you wish to do so and the insurance cover has already commenced you will be entitled to a refund of the premium paid, subject to a deduction for the time which you have been covered and a service charge of 10%. This will be calculated on a pro-rata basis for the period for which you received cover. This applies regardless of whether or not a claim has been made.

To exercise your right to cancel, please contact your insurance advisor at the address shown on your policy schedule.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period please refer to condition 8 on page 10 of this policy document

Conditions applicable to all Sections

1. Identification

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

2. Claims procedure and requirements

1. On the happening of any **Bodily Injury** loss or damage the **Insured** or his legal personal representative shall at his own expense
 1. give immediate written notice to the **Company**
 2. take all reasonable precautions to prevent further **Bodily Injury** loss or damage
 3. within 30 days submit in writing full details of the incident
 4. supply all estimates information and assistance as may be required
 5. send to the **Company** any writ summons or other legal process issued or commenced against the **Insured**
 6. notify the **Company** immediately of any impending prosecution inquest or fatal accident inquiry
2. The **Insured** shall not negotiate admit or repudiate any liability without the written consent of the **Company**
 3. The **Company** shall be entitled
 1. to negotiate defend or settle in the name of and on behalf of the **Insured** any claim made against the **Insured**
 2. to prosecute at its own expense and for its own benefit any claim for indemnity damages or otherwise in the name of the **Insured**

Conditions applicable to all Sections

continued

3. at any time to pay to the **Insured** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for Costs and Expenses defined in Extension 1 incurred prior to the date of such payment

4. On the happening of any occurrence of loss or damage caused by theft or attempted theft or malicious persons the **Insured** shall give immediate notice to the Police

3. Application of heat and fire precautions

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

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

1. All work involving the use or application of heat
 1. a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door or other partition shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat

Conditions applicable to all Sections

continued

2. any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
3. there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards
4. the ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions
5. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
6. any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use
7. for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which

Conditions applicable to all Sections

continued

work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph 1 above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door or other partition

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

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

4. Flammable Solvents

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

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

Conditions applicable to all Sections

continued

5. Reasonable precautions

The **Insured** shall take all reasonable precautions

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

6. Alteration of risk

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

7. Other insurance

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

8. Cancellation

The policy may be cancelled:

1. By you giving written instruction to us at any stage of the duration of the contract
2. By the **Company**:
 - (a) sending 14 days written notice in the event of non-payment of any monthly premium
 - (b) sending 7 days written notice in all other circumstances by recorded delivery letter to your last known address
3. In the event of the policy being cancelled by either party the **Insured** will be entitled to a proportionate return of premium in respect of the unexpired portion of the current period of insurance other than within the first fourteen days of either inception or renewal

Conditions applicable to all Sections

continued

or, if later, the date from which the contractual terms and conditions have been received when the **Company** may charge an administration fee

4. If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

9. Interpretation

Interpretation of this policy shall be by and any action against the **Insured** shall be instituted tried and executed in a court of law in the United Kingdom the Channel Islands or the Isle of Man only

10. Observance of conditions

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

11. Damage to property under the ground

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

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

12. No claims discount

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

Discount Scale

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

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

Conditions applicable to all Sections

continued

13. Alteration in the number of workers

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

Endorsements

1. Excluded activities

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

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

1. 1. the demolition or partial demolition of any structure
2. the surfacing or construction of roads
3. the laying of underground services

unless incidental to any building contract undertaken by the **Insured** for which indemnity is provided hereunder
2. any excavation exceeding in any part a depth of three metres
3. the felling or lopping of any tree exceeding five metres in height
4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction
5. the use or possession of tower cranes or cradles

6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships aircraft towers or steeples
7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based product
8. work on computers or ancillary equipment and their cabling used for any business purpose

THE FOLLOWING ENDORSEMENTS APPLY ONLY IF SHOWN ON THE CURRENT SCHEDULE

2. Work restriction

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

Endorsements

continued

3. Bodily injury to working partners

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

Provided that Extension 8.2 shall not apply

4. Increased property damage excess

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

5. Increased property damage excess

For the first period of insurance only the amount shown as Excess 3 of Section B is increased to the amount stated in the schedule against this endorsement number

6. Aerial erection exclusion

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

7. Formwork or shuttering exclusion

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

8. External work exclusion

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

9. Central heating work exclusion

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

10. Heat exclusion

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

Endorsements

continued

11. Products exclusion (Insulation Materials)

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

12. Cleaning exclusion

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

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

13. Damage to drains

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

14. Woodworking machinery exclusion

(Applicable to section C – Employers Liability only)

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

15. Carpets upholstery and other goods fitting or cleaning exclusion

The **Company** shall not be liable in respect of loss of or damage to any carpet floor covering upholstery or other property which comprises or is incorporated in any contract undertaken by or on behalf of the **Insured** for its cleaning fitting taking up or alteration

16. Welding exclusion

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

Endorsements

continued

17. Fencing exclusion

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

18. Bathroom fitting exclusion

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

19. Property being worked upon

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

20. One metre depth limit

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

21. Design or construction of foundations exclusion

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

22. Lead burning exclusion

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

23. Sale or hire of appliances exclusion

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

24. Standard tools cover endorsement

(Excluding Theft from Unattended Vehicles)

In respect of Section D the following alterations are effective

Endorsements

continued

1. Exclusion 5 is amended to read
“loss of or damage to the property insured caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room and there is evidence of forcible or violent entry to the room”

2. The following exclusion is added

Exclusion 9

loss of or damage to the Property Insured caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer

3. Excess 1 is deleted

25. Use of hot air guns

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

26. Caterers restriction

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

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

27. Excluding manufacture or supply

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

28. Work restriction

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

Endorsements

continued

29. Commercial vehicle exclusion

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

30. Deletion of contingent motor liability

Extension 6 of Section I is deleted and of no effect

31. Wheelie bin cleaners

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

32. 10 metre height limit

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

33. Exclusion of work on gas appliances

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

34. 15 metre height limit

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

35. Excluding underground cables

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

36. Excluding work on motor vehicles

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

Endorsements

continued

37. Damp proofing / timber treatment exclusion

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

38. Excluding erection of road motorway or neon signs

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

39. Exclusion of professional indemnity

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with the exercising by the Insured or any Servant, **Employee**, Agent or Sub Contractor of the **Insured** of any professional skill, duty or advice whether fees are charged or not.

40. Exclusion of manual work

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

41. 5 metre height limit

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

42. Efficacy exclusion

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

43. Movement of vehicles exclusion

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

44. Paint spraying exclusion

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

Endorsements

continued

45. Hairdressers Treatment Risk

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

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

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

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced or treated in any way by the Insured
2. usage or mixing of any Product contrary to the makers or vendors instructions
3. any treatment carried out by any person who has less than 2 years continuous service as a hairdresser or apprentice hairdresser other than

(a) the washing and drying of their hairpieces or wigs

(b) whilst such person is under the direct and continuous supervision of a qualified operator who has at least 2 years continuous service as a hairdresser or apprentice hairdresser

4. any operation involving the removal or piercing of skin

Special Conditions

Sterilisation

Razor or clipper blades steel combs or any item must be brand new and/or thoroughly sterilised

The limit of Liability in respect of this cover shall not exceed £1,000,000 in respect of any one claim or £1,000,000 in any one period of insurance

46. Change of Excess (Groundwork)

Section B 4. Excess is amended to read as follows:

1. underground pipes cables or services £1500

47. Groundworkers Endorsement

It is hereby agreed that Endorsement 1 points 1.2 and 1.3 are deleted

Endorsements

continued

48. Depth Limit (5 metres)

Notwithstanding anything contained in Endorsement 1. The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any excavation exceeding in any part a depth of five metres

49. Hazardous Work Exclusion (Agricultural)

Notwithstanding anything contained elsewhere in the Policy the **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with:

1. crop spraying
2. the use of explosives
3. tree felling, topping, lopping or sawing
4. damage to overhead wires and/or cables

50. Scaffolding and use of chemicals exclusion

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

1. the use of acids and/or chemicals
2. the erection or dismantling of scaffolding

51. Premises Restriction – Private Dwellings Only

The **Company** shall only be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work in or on buildings or that part of any building occupied solely as private dwellings. (including the grounds thereof)

52.2 Metre Depth limit

Notwithstanding anything contained elsewhere in the Policy the **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with any excavation exceeding in any part a depth of two metres

53. Motorway and A Road exclusion

The **Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to property caused by or in connection with work on either Motorways or A roads

Special Exceptions

1. The **Company** shall not be liable in respect of loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment media or system microchip integrated circuit or similar device or any computer software or other equipment or system for processing storing or retrieving data whether the property of the **Insured** or not and whether occurring before during or after the Year 2000

(i) correctly to recognise any date as its true calendar date

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

(iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer

software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but the Special Exception shall not exclude

(i) subsequent loss or damage to the Property Insured under this Policy not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

(ii) **Bodily Injury** to any **Employee**

2. The **Company** shall not be liable for **Bodily Injury** loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000 other than the amount necessary to meet the requirements of Employers' Liability legislation

Policy Cover

Section A – Definitions

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

Bodily injury

Injury illness death disease or nervous shock

Contract works

The temporary or permanent works executed or in course of execution by or on behalf of the **Insured** in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Geographical Limits** to the extent the **Insured** is responsible under contract

Employee

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

- Any labour master or any labour only sub-contractor or any person supplied by them

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

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

Geographical Limits

Great Britain the Isle of Man and Channel islands

Goods in Transit

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

Pollution and/or contamination

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

Policy Cover

Section A – Definitions

continued

Principal

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

Product

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

Company/We/Us/Our

MMA Insurance plc

Insured/You/Your

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

Certificate of Completion

The certificate issued by the architect or engineer under the works contract confirming substantial completion of the Contract Works

Contract Price

For any one contract the amount of the estimated cost of the Contract Works at inception thereof up to but not exceeding the amount stated in the Schedule as the Sum Insured in respect of Section F

Contract Site

The situation of the Contract Works within the Geographical Limits and any area immediately adjacent hereto occupied by the Contractor directly and solely for the performance of the Contract Works

The Contractor

The Insured named in the Schedule

Debris Removal Costs

Costs and expenses necessarily incurred by the Insured with the consent of the Company in removing debris or dismantling or demolishing or propping up or shoring up any part or parts of the Contract Works consequent upon loss or damage thereto for which the Insured is entitled to indemnify under this policy

Maintenance Period

The period designated in any contract entered into by the Insured during which the Insured is responsible for rectifying defects originating during the performance of the works Provided that such period does not exceed 24 months

Policy Cover

Section A – Definitions

continued

Average

If at the time of any loss the total Sum Insured specified in the Schedule is less than 85% of the total value of the Property Insured the Company shall bear only that proportion of the Loss which the total Sum Insured bears to the total of the Property Insured

Policy Cover

Section B – Public Liability

1. Cover

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

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

occurring during the Period of Insurance and caused in the course of the Business within the **Geographical Limits**

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

2. Limit of indemnity

As stated in the Schedule

3. Exclusions

This Section shall not apply to liability in respect of

1. the amount of any Excess
2. **Bodily Injury** sustained by any **Employee**

3. loss of or damage to property

1. belonging to or leased let rented or hired to or in the charge or control of the **Insured** other than

(a) the personal effects of any **Employee** or visitor

(b) premises (and contents therein) temporarily occupied by the Insured for the purpose of carrying out work

2. comprising or forming part of the Contract Works other than where the works have reached practical completion and any maintenance period for the works have expired

4. **Bodily Injury** loss or damage arising from the ownership possession use or control by or on behalf of the **Insured** of

1. any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft

2. any mechanically propelled vehicle or trailer attached thereto other than

Policy Cover

Section B – Public Liability

continued

(a) any vehicle not licensed for road use

(b) any vehicle while being used as a tool of trade

(c) the loading or unloading of any vehicle

provided that the **Insured** is not entitled to indemnity from any other source and that this **Policy** shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation

5. or arising from

1. any **Product** outside the **Geographical Limits**
2. the failure or partial failure of any fire security or warning device to fulfil its intended function

6. or arising from or contributed to by any design plan specification or advice provided

1. for work not undertaken by the **Insured** or
2. by any Architect Quantity Surveyor or Consulting Engineer or

3. by any person other than the **Insured**

7. any liability which attaches by virtue of any agreement or contract other than as provided for under Extension 8 of Section I

8. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of

1. any **Product** if such liability arises from any defect therein or the harmful nature or unsuitability thereof

2. defective work

9. any legal liability of whatsoever nature caused by or contributed to by or arising from

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Policy Cover

Section B – Public Liability

continued

- 10. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 11. **Pollution** or **Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance and the liability of the **Company** for all compensation payable in respect of all **Pollution** or **Contamination** which is deemed to have occurred during any one period of insurance shall not in aggregate exceed the amount shown as the Limit of Indemnity in the schedule
- 12. any loss cost expense liability for **Bodily Injury** loss or damage directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property damage only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

- 13. the giving of or application of any treatment

4. Excess

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

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

Policy Cover

Section C – Employers' Liability

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

1. Cover

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

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

1. all costs and expenses incurred with the written consent of the **Company** in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the Insured in respect of any breach or alleged breach of statutory duty resulting in Bodily Injury

that may be the subject of indemnity under this Section

2. all costs and expenses recoverable by any claimant from the **Insured**

2. Limit of indemnity

£10,000,000

3. Exclusions

This Section shall not apply to liability in respect of

1. **Bodily Injury** caused by or contributed to by or arising from
 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
2. **Bodily Injury** to any **Employee** when the **Employee** is:
 1. carried in or upon any motor vehicle or is
 2. entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

Policy Cover

Section C – Employers' Liability

continued

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

4. Right of recovery

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

Policy Cover

Section D – Tools Standard Plus Cover

(This Section is not operative unless specific reference is made to it in the current Policy Schedule) (If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)

1. Cover

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

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

2. Property insured

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

3. Insured person

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

4. Sum insured

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

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

Subject to the deduction of the Excess

5. Exclusions

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

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

Policy Cover

Section D – Tools Standard Plus Cover

continued

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

6. Excess

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

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

Policy Cover

Section E – Goods in Transit

1. Cover

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

2. Exclusions

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

Policy Cover

Section F – Contract Works

1. Cover

The **Company** will indemnify the Insured in respect of physical loss of or damage to the **Contract Works** occurring during the Period of Insurance Provided that

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

2. Exclusions

The Company shall not be liable in respect of

1. the first £250 of each and every loss or damage
2. loss of or damage to
 1. deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 2. any aircraft watercraft hovercraft or any other vessel or craft intended to float in or

on or travel through water air or space

3. any part or the **Contract Works** while in transit by sea or air
4. any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
5. any pre-existing structure building or other property at the **Contract Site** or any contents thereof
6. any part of the **Contract Works**
 - (a) in respect of which a **Certificate of Completion** has been issued unless such loss or damage be occasioned within 14 days of the date of issue of a **Certificate of Completion** in accordance with the 5th Edition of the ICE Conditions of Contract

Policy Cover

Section F – Contract Works

continued

- (b) which has been handed over to the **Principal**
 - (c) which is in occupation or use by or in possession of the **Principal** or with the permission of the **Insured** any other person for any purpose other than the performance of the contract
 - (d) which arises after practical completion where no **Certificate of Completion** is to be issued other than in respect of **Contract Works** undertaken by the **Insured** on a speculative basis for erection alteration or renovation and which are intended for sale lease or rent by the **Insured** when the indemnity provided by this sections shall cease
3. loss of or damage to any part of the **Contract Works** due to or attributable to
 - (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
 - (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
 - (c) defect in the materials or workmanship
 - (d) any faulty or defective design plan or specification of or advice relating to that part
 4. loss or damage for which the **Contractor** is not responsible under the terms of the contract
 5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
 6. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
 7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the room

Policy Cover

Section F – Contract Works

continued

8. loss or damage arising from
 1. the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
 2. any work connected with tunnels reservoirs dams viaducts bridges or mines
 3. any work in under or over water
9. loss of or damage to the Contract Works upon which work has been suspended for a period in excess of 30 days.
10. loss of or damage to portable computers and ancillary equipment and/or portable telecommunications equipment

3. Extensions

1. Indemnity to Principal

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

1. the Principal shall as though he were the Insured observe fulfil and be subject to the terms conditions and exclusions of this Policy

2. the **Company** shall have the conduct and control of all claims

2. Maintenance Period Indemnity

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

1. arising from a cause occurring prior to such **Maintenance Period**

Or

2. caused by the **Contractor** in the course of work undertaken to comply with any terms of the contract relating to such **Maintenance Period**

3. Increase in Contract Price

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

Policy Cover

Section F – Contract Works

continued

4. Plans and Specifications

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

5. Automatic Reinstatement of Sum Insured

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

6. Overtime and Other Costs

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

Provided that

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

Policy Cover

Section F – Contract Works

continued

7. Sub-Contractors Waiver of Subrogation

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

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

8. Local Authorities Clause

The insurance by the section is extended to include the additional cost of reinstatement of the **Contract Works** as may be incurred solely by reason of the necessity to comply with building or other regulations under or

framed in pursuance of any Act of Parliament or Bye-Laws of any Municipal or Local Authority Provided that

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

Policy Cover

Section F – Contract Works

continued

9. Prospective Purchasers Temporary Accommodation

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

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

10. Off Site Storage

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

11. Debris Removal & Professional Costs

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

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

Policy Cover

Section G – Own Plant

1. Cover

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

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

2. Property Insured

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

3. Exclusions

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

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

Policy Cover

Section G – Own Plant

continued

3. loss of or damage to any part of the Property Insured due to or attributable to
 - (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
 - (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
6. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the building
7. confiscation nationalisation requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority

8. loss of or damage to portable computers and ancillary equipment and/or portable telecommunications equipment
9. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry or exit to the compound or building

4. Extensions

1. Automatic Reinstatement of Sum Insured

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

Policy Cover

Section G – Own Plant

continued

2. Plant Retrieval Costs

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

Policy Cover

Section H – Hired in Plant

1. Cover

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

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

2. Property Insured

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

3. Exclusions

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

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

Policy Cover

Section H – Hired in Plant

continued

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

- 9. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry or exit to the compound or building

4. Extensions

1. Automatic Reinstatement of Sum Insured

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

2. Plant Retrieval Costs

The **Company** will indemnify the Insured in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from any situation on the **Contract Site** by reason of and in which such plant or equipment is accidentally and physically rendered inoperative and incapable of

Policy Cover

Section H – Hired in Plant

continued

movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance

3. Continuing Hire Charges

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

Provided that

1. this extension shall not apply in respect of construction plant tools equipment and temporary buildings for which a valid claim has not otherwise been admitted under this Policy
2. in respect of each and every occurrence of loss or damage the Company shall not be liable under this extension for the hire charges that are payable during the first 48 hours that each item of plant is out of commission

3. the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of the Contractors' Plant Association
4. the liability of the Company under this extension shall not exceed an amount equal to 13 weeks hire charges or 50% of the total sum insured of the section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event

Policy Cover

Section I – Extensions

(Applicable to Sections B and C unless otherwise stated)

1. Costs and expenses

(Not applicable to Section C)

The **Company** will in addition pay

1. all costs and expenses incurred with the written consent of the **Company** in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the Insured in respect of any breach or alleged breach of statutory duty resulting in bodily injury

that may be the subject of indemnity under this policy

3. all costs and expenses recoverable by any claimant from the Insured

2. Additional persons insured

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

1. at the request of the **Insured** specified in the Schedule
 1. any Principal but only to the extent required by the contract

or agreement in respect of legal liability for **Bodily Injury** or loss of or damage to property arising from the performance by the Insured of such work and for which the **Insured** would be entitled to indemnity under this **Policy** were the claim made against him

2. any director partner or **Employee** of the **Insured** while acting in such capacity in the course of the Business but only insofar as the **Insured** would be entitled to indemnity under this policy were the claim made against him

3. any director or partner of the **Insured** for whom an **Employee** is undertaking private work incidental to the Business described in the Schedule

2. in the event of the death of the **Insured** the legal personal representatives of the **Insured** in respect of liability incurred by the Insured

Policy Cover

Section I – Extensions

continued

Provided that

1. such Additional Person shall as though he were the **Insured** observe fulfil and be subject to the terms exclusions and conditions of this policy insofar as they can apply
2. the **Company** shall have the conduct and control of all claims
3. if the **Company** is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the **Company** shall not in aggregate exceed the Limit of Indemnity

3. Additional directors partners or employees

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

Notwithstanding the total number of persons or **Employees** stated in the Schedule this policy is extended to include additional partners directors or **Employees** provided that the total number of partners directors and **Employees** does not exceed ten If the **Insured** fails to notify the **Company** within 14 days of the engagement of

any such additional person the **Company** shall not be liable for the first £500 of each and every claim arising under Section B in addition to any other excess provided for in this policy unless automatic cover is provided by Extension 12 on this policy

4. Defective Premises Act 1972

Under Section B of the policy the **Company** will indemnify the **Insured** against all sums for which the **Insured** is liable by virtue of Section 3 of the Defective Premises Act 1972 in respect of **Bodily Injury** or loss of or damage to property occurring during the Period of Insurance and caused by a defect in any premises disposed of by the **Insured** and until such time occupied by the **Insured** in connection with the Business

Provided that the **Company** shall not be liable for

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

Policy Cover

Section I – Extensions

continued

5. Damage to leased or rented premises

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

Provided that

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

2. Extension 2.1 is inoperative

6. Contingent motor liability

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

Provided that

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

Policy Cover

Section I – Extensions

continued

7. Cross liability

This policy shall be deemed to apply to each of the **Insured** named in the Schedule as if a separate policy had been issued to each

Provided that if the **Company** is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the **Company** shall not in aggregate exceed the Limit of Indemnity

8. Contractual liability

Exclusion 7 of Section B shall not apply to

1. liability which would have attached in the absence of any agreement or contract
2. liability assumed by the **Insured** specified in the Schedule under any contract or agreement for work in connection with the Business except
 1. for liquidated damages or penalties
 2. any agreement to obtain indemnity under this Section for or on behalf of any person other than the **Insured** specified in the Schedule except as provided for in

Extension 2 or as otherwise agreed by the **Company** and admitted to this policy by endorsement

3. in respect of property the subject of Clause 21.2.1 or any amendment thereof of the Joint Contracts Tribunal Standard form of Building Contract (1980 Edition) or any clause superseded by or placed in substitution of the said Clause in the terms of which or of any other clause or requirement of similar intent the **Insured** is required to effect insurance
4. liability for **Bodily Injury** or loss of or damage to property caused by any **Product** when such liability attaches solely by virtue of any contract or agreement
5. for loss of or damage to property forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith when liability attaches to the **Insured** solely by reason of the terms of the contract or agreement.

Policy Cover

Section I – Extensions

continued

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

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

Provided that

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

10. Compensation and legal costs

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

Policy Cover

Section I – Extensions

continued

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

11. Court attendance costs

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

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

12. Temporary Employees

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

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

13. Bona-fide subcontractors

(not applicable to Section C – Employers Liability)

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

1. Unless prior to appointment the **Insured** shall check that bona-fide subcontractors hold current and valid Public Liability insurance
2. If annual payments to bona-fide subcontractors are greater than £50,000 per annum unless agreed to the contrary by the **Company**

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

How to make a claim

In the event of an incident occurring which may give rise to a claim under this Policy

1. Take all necessary and reasonable precautions and emergency action to prevent further Injury Loss or Damage occurring

Utilise the Helpline facility – see the inside front cover of your policy booklet

2. Notify the Police of any incident involving loss, Theft, Malicious Damage or Vandalism
3. Notify us as soon as possible giving full details of the incident

We will

- (i) Check the Policy cover to ascertain, as far as practical at this stage, that a valid claim exists
 - (ii) Issue a Claim Form and provide any necessary guidance on how to proceed with your claim
 - (iii) Appoint a Loss Adjuster at our discretion
4. Fully complete and return the claim form together with any documentation which may be necessary in support of your claim

At least two repair estimates should be obtained

5. Send to us immediately upon receipt any writ summons or other legal process issued or commenced against You and do not negotiate admit or repudiate any claim without our written consent
6. Retain all damaged property/salvage for inspection. you may not however abandon any property or salvage to us
7. We shall be entitled to
 - (i) Enter any of the buildings where Bodily Injury Loss or Damage has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
 - (ii) Negotiate defend or settle in your name and on your behalf any claim made against you as we deem appropriate
 - (iii) Prosecute in your name for our own benefit any claim against any other person in respect of any amount paid or payable

About MMA

MMA Insurance plc is a strong, well established UK insurer and a wholly owned subsidiary of French multi-national MMA IARD Assurances Mutuelles, a mutual insurer of some 180 years standing and part of Europe's leading insurance mutual, Covéa. We offer a range of bespoke and package products for small to medium sized businesses as well as household and motor insurance.

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA 'A Strong') and reliability for over 50 years. Our long-term approach to doing business exclusively with our broker community ensures that we listen to their needs and respond with practical solutions that are sustainable. This spirit of partnership and mutual respect has resulted in very strong relationships with brokers across the UK.

MMA Insurance is a member of the Association of British insurers and the Financial Ombudsman Service. MMA is authorised and regulated by the Financial Services Authority.

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