

Contractors Insurance Policy

Here is your policy

The Schedule and Appendix set out the policy Covers which are provided.

May we please ask you to examine the Policy, Schedule, Appendices and any endorsement pages to make sure they give you protection according to your present needs.

If any changes are needed, please let us know - your policy is designed for easy amendment or extension.

Law Applicable to Contract

You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless you and we have agreed otherwise.

Introduction

The Insurer agrees to provide insurance to the Insured in the manner described in this Policy against events set out in the Covers specified in the Schedule for which the Insured shall pay and the Insurer shall accept as the premium required.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

The Schedule

Policy No.	Agent	Turner Rawlinson & Co Ltd
General:	8905BN COM 6868138	
The Insured	D Hammond Ltd (the Contractor) and Subsidiary Companies as advised by the Insured and also the Principal (s) for whom The Insured are working whether or not under a formal contract to the extent more fully stated therein	
Correspondence Address	Southbank House Black Prince Road LONDON SE1 7SJ United Kingdom	
The Business	Contractor and any other activities of the Insured notified to the Insurer within 30 days of commencement of such activities	
The Premises	All Premises owned or occupied by or on behalf of the Insured.	
Period of Insurance	from 10/03/2016 to 09/03/2017, Renewal 10/03/2017	
Premium	Renewal £22,688.40	Annual Premium £22,688.40 (Including Insurance Premium Tax and VAT where applicable)
Covers Insured		
Material Damage	NOT INSURED	
Business Interruption	NOT INSURED	
Book Debts	NOT INSURED	
Money	NOT INSURED	
Goods in Transit	NOT INSURED	
Miscellaneous All Risks	NOT INSURED	
Staff Honesty	NOT INSURED	
Engineering Sections	NOT INSURED	
Employers Liability	INSURED	
Public Liability	INSURED	
Contractors All Risks	INSURED	
Group PA	NOT INSURED	
Travel	NOT INSURED	
Motor Fleet	NOT INSURED	

Schedule 1

Axa Insurance UK plc

GEOGRAPHICAL LIMITS

Employers Liability Cover	As defined
Public Liability Cover	As defined
Contractors All Risks Cover	As defined

The Appendix

Attached to and forming part of Policy No 8905BN COM 6868138 BN COM 6868138

Employers Liability Cover

	Limit of Indemnity
Employers Liability	£ 10,000,000 for any one occurrence

Public Liability Cover

	Limit of Indemnity
Public Liability	£ 5,000,000.00 for any one occurrence/unlimited during the Period of Insurance
The Excess	Loss of or damage to material property arising from the use or application of heat £750.00 each and every claim Loss of or damage to underground services £750.00 each and every claim All other loss of or damage to material property £500.00 each and every claim

Contractors All Risks Cover

	Limit of Indemnity
Any one Contract	£ 1,000,000
The Excess	Loss or damage to Property by theft or Malicious damage £750.00 any one occurrence other than £ 50.00 in respect of employees tools and effects All other loss or damage to Property £ 500.00 any one occurrence other than £ 50.00 in respect of employees tools and effects

The Appendix (cont'd)

Amendments to Standard Covers:

INSTALMENTS CONDITION

If the premium for this Policy is payable by instalments it is a condition precedent to the Insurers liability that each instalment shall be paid when due otherwise all benefit under this policy will be forfeited from the date when such instalment was due

Public Liability Cover

USA and Canada

Insofar as this cover applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world

- a) the liability of the Insurer in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Insurers written consent shall not exceed the Limit of Indemnity
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

EMPLOYERS AND PUBLIC LIABILITY COVERS

GROUNDWORKS EXCLUSION

The indemnity will not apply to legal liability arising out of

- a. the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
- b. quarrying tunnelling water diversion dam construction or work within or behind dams

The Appendix (cont'd)

PUBLIC LIABILITY COVER

The following is added to the **Memorandum**

SUB-CONTRACTORS INSURANCE CLAUSE

It is a condition of this Section that the Insured shall check that all sub-contractors appointed by the Insured hold a current Public Liability insurance which provides cover equivalent to that provided under this policy

EXCESS

The Excess under Contractors All Risks is stated as

- a the first £750 for loss or damage by theft or malicious damage (other than employees tools & effects)
- b the first £500 for all other loss or damage (other than employees tools and effects)
- c the first £50 for loss or damage in respect of employees tools and effects

PUBLIC LIABILITY COVER

The following is added to the Memorandum (applicable to Public Liability Cover)

FINANCIAL LOSS EXTENSION

The Indemnity provided is extended to indemnify the Insured against all such sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss

But the Indemnity will only apply to

- a) a claim which is first made in writing against the Insured during the Period of Insurance

and

- b) which is notified to the Company during the same Period of Insurance or within

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30 days after the expiry of such Period of Insurance

Provided that

- a) the liability of the Company under this extension for all damages and claimants costs and expenses arising out of all claims first made against the Insured during any one Period of Insurance shall not in the aggregate exceed the sum of **£25,000** the Insured shall be responsible under this extension for the first 10% per cent of all damages and claimants costs and expenses payable in respect of each and every claim made against the Insured subject to the Insured being responsible for a minimum amount of £5,000 and a maximum amount of **£25,000** in respect of each and every such claim

Exclusions

The indemnity provided by this extension will not apply to legal liability

1. in respect of
 - a. Injury to any person
 - b. Loss of or damage to material property
 - c. Nuisance trespass obstruction loss of amenities or interference with any right of way air light or water
 - d. Wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy
2. arising under contract whether by virtue of express agreement or otherwise
3. for the actual cost or value of any Works Executed or replacement repair removal rectification or reinstatement thereof
4. for
 - a. liquidated damages fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty
 - b. libel slander or passing off or infringement of patent copyright design trademark or trade name
 - c. financial loss sustained by an Employee arising out of or in the course of employment by the Insured
5. caused by or arising from
 - i. breach of professional duty or service or any error or omission in estimates or advice given by or on behalf of the Insured in a professional

The Appendix (cont'd)

- capacity or in design plan drawings or specification for which a fee is charged or would normally be charged
 - ii. property in the custody or under the control of the insured or any Employee or failure to return such property
 - iii. the storage processing or transmission by or on behalf of the Insured or computer data
 - iv. delay non-completion or non delivery
 - v. any act of fraud or dishonesty by the Insured or any Employee
 - vi. any circumstances known to the Insured at inception of this extension which may give rise to a claim for financial loss
6. arising
- i. outside Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - ii. out of any cause giving rise to financial loss happening before the Retroactive Date specified below

Retroactive date 10/03/2014

WAR AND TERRORISM AMENDMENT CLAUSE

This endorsement is applicable to the Employers Liability and Public liability Covers of the Policy from the start of the Period of Insurance shown in the Schedule.

Employers Liability Cover

The following limitation is added to this cover for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall apply only in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Limitation, "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

The Appendix (cont'd)

For the purposes of this limitation, "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious ideological or similar purposes.

Public Liability Cover

The following memoranda is added

Terrorism

This insurance is subject to the following Terrorism Limitations

1. The liability of the Company under this Section for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000 or the Limit of Indemnity shown in the Schedule whichever is the lesser
2. Notwithstanding paragraph 1 above the indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism
 - a) arising by through or in connection with
 - i) the provision of police fire or security services of any kind
 - ii) any public or private utility including telecommunication electricity gas water radio and television
 - iii) public transport services whether rail road sea or air
 - b) arising out of the ownership operation or occupation of or work in at or on
 - i) airports airfields ports rail or underground stations freight or passenger terminals
 - ii) government military or local authority establishments
 - iii) buildings of more than 20 floors in height including basements and

The Appendix (cont'd)

- underground car parks
- iv) facilities for the manufacture processing refining distribution or storage of liquid or gaseous fuel oil petrochemicals chemicals explosives or ammunition
- v) tunnels bridges viaducts aqueducts dams river or sea defences
- vi) schools colleges universities or places of education or religious worship
- vii) sports stadiums theatres or entertainment arenas amusement parks exhibition or conference halls

For the purposes of this limitation "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

AXA163CONT

EMPLOYERS LIABILITY COVER

The following is added to the General Extensions

6 Manslaughter Costs Extension

The indemnity provided by this Cover extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Insurer in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

The Appendix (cont'd)

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Insurer shall not be liable to make any payment under this Extension in respect of
 - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Insurer
 - b) fines or penalties or the cost of implementing any remedial order or publicity order
 - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d) an appeal against any fine penalty remedial order or publicity order
 - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f) costs and expenses insured by any other policy
 - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

PUBLIC LIABILITY COVER

The following is added to the Memoranda (applicable to Public Liability Cover)

Manslaughter Costs Extension

The indemnity provided by this Cover extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Insurer in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

The Appendix (cont'd)

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Insurer shall not be liable to make any payment under this Extension in respect of
 - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Insurer
 - b) fines or penalties or the cost of implementing any remedial order or publicity order
 - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d) an appeal against any fine penalty remedial order or publicity order
 - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f) costs and expenses insured by any other policy
 - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

AXA 124BCONT - Property and Engineering Covers General Exception Amendment - item 4 Terrorism and additionally Contractors All Risks Covers only General Exclusion 4 amendment

This endorsement replaces any previous Property and Engineering Covers General Exception item 4 Terrorism and additionally Contractors All Risks Covers only General Exclusion 4 from the start of the Period if Insurance shown in the Schedule

Property and Engineering Covers General Exception item 4 Terrorism and additionally Contractors All Risks Covers only General Exclusion 4 now reads as follows and not as stated within

4 Terrorism and Northern Ireland Exception

(Not applicable to Goods in Transit Loss of Licence Staff Honesty Frozen and Refrigerated Foods Engineering Machinery Damage Cover Engineering Machinery Business Interruption Cover or Engineering Inspections)

The Appendix (cont'd)

This Policy does not provide insurance in respect of

Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with:

For England Scotland Wales the Channel Islands and the Isle of Man

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

For Northern Ireland

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
3. Riot civil commotion and (except for Damage or loss caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by these Sections of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

In respect of England Scotland and Wales Terrorism is defined as acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any

The Appendix (cont'd)

organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

AXA 164CONT - War and Kindred Risks Exception

This endorsement replaces any previous Property and Engineering Covers General Exception item 2 War and Kindred Risks and additionally General Exclusion 2 applicable to Contractors All Risks Covers only from the start of the Period of Insurance shown in the Schedule

Property and Engineering Covers General Exception item 2 War and Kindred Risks and additionally General Exclusion 2 applicable to Contractors All Risks Covers only now reads as follows and not as stated within

This Policy does not provide insurance in respect of

2 War and Kindred Risks Exception

Loss destruction or damage occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

AXA135ACONT - TERRORISM INSURANCE SECTION

This Section replaces any previous Terrorism Insurance Section applicable to this Policy from the Effective Date shown in the Schedule

The Appendix (cont'd)

In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided under the Sections shown under the Terrorism Section of the Schedule of this Policy is extended to include loss destruction or damage to the property insured occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Terrorism Section

Terrorism is defined for the purposes of this Section only as:

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

A. Provided always that the insurance provided by this Terrorism Section is subject to the following exclusions :-

1) War Risks exclusion

This insurance does not cover damage occasioned by or happening through riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

2) Electronic Risks Exclusion

This insurance does not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or

any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**

The Appendix (cont'd)

For the purposes of this exclusion the following definitions shall apply:

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not

Phishing

Phishing means access or attempted access to data or information made by means of misrepresentation or deception

Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

3) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from loss destruction or damage in respect of:

- i) any property located outside England Wales and Scotland or in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- ii) any nuclear installation or nuclear reactor

The Appendix (cont'd)

- iii) any property which is specifically excluded elsewhere in this policy
- iv) any property which is insured by or would but for the existence of this policy be insured by any form of transit aviation or marine policy

B. This Terrorism Section is subject to the following terms and conditions

- 1) In any action or other proceedings where **We** allege that any damage is not covered by this Terrorism Section the burden of proving that such damage is covered shall be upon **You**
- 2) **Our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the total Sums Insured or for any item its individual Sum Insured or any other Limit of Liability under this policy
- 3) The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this policy

Premium Mid Term Adjustment

The Insurer hereby agrees that any provisions in this policy or mid term adjustment of premiums shall not be effective in respect of any one period of cover unless the adjustment premium is more than £200 other than in relation to payment for Terrorism cover

Terrorism Premium

In consequence of the granting of terrorism cover as per the underlying Policy Section there is an additional premium of £ + Insurance Premium Tax due to AXA Insurance Plc. This premium is in addition to the Annual Premium as shown on the Schedule

AXA 031BCONT - Property and Engineering Covers General Exceptions - item 6 Electronic Risks Exception and Contractors All Risks Covers only General Exclusion 6 Electronic Risks

This endorsement replaces any previous Property and Engineering Covers General Exception item 6 Electronic Risks Exception and Contractors All Risks Covers only General Exclusion 6 Electronic Risks from the start of the Period of Insurance shown in the

The Appendix (cont'd)

Schedule

Property and Engineering Covers General Exception item 6 Electronic Risks Exception and Contractors All Risks Covers only General Exclusion 6 Electronic Risks now reads as follows

6. Electronic Risks

This Policy does not provide insurance in respect of

any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or

any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril covered by the Section except for Damage caused by malicious persons other than thieves

Definitions

For the purposes of this Exception the following Definitions apply

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between

The Appendix (cont'd)

and amongst networks

Defined Peril

Defined Peril means fire spontaneous fermentation or heating lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion violent disorder strikers locked out workers persons taking part in labour disturbances malicious damage earthquake and subterranean fire storm flood escape of water from any tank apparatus or pipe sprinkler leakage impact by any vehicle or animal theft

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not

Phishing

Phishing means access or attempted access to data or information made by means of misrepresentation or deception

Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs