

Contractors Public Liability Section

Definitions

1. Injury

- a. Bodily **injury** death disease illness mental injury mental anguish or nervous shock
- b. Invasion of the right of privacy false arrest false imprisonment false eviction or malicious prosecution of any person

2. Employee

- a. Any person under a contract of service or apprenticeship with **the Insured**
- b. Any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any trainee or person undergoing work experience
 - iv. any voluntary helper
 - v. any person who is borrowed by or hired to **the Insured**.

3. Business

The **Business** specified in the **Schedule** conducted solely from Great Britain Northern Ireland the Isle of Man or the Channel Islands and including

- a. The ownership maintenance and repair of **Premises** used in connection therewith
- b. The provision and management of canteen social sports or welfare organisations for the benefit of **Employees** and the ambulance first aid fire medical and security services of **the Insured**
- c. The execution of private duties by **Employees** for any partner director or senior official of **the Insured**.

4. Territorial Limits

- a. Great Britain Northern Ireland the Isle of Man and the Channel Islands
- b. Any other member country of the European Union
- c. Elsewhere in the world in respect of injury loss or damage caused by or arising from non-manual activities of any partner director or **Employee of the Insured** normally resident within the territories specified in definition 4.a above and occurring during any journey or temporary visit.

5. Pollution or Contamination

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

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

6. Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. Any pipe or system of pipes in the sea or tidal waters
- d. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in definitions 6 a b or c above.

Cover

A. The Insurer will indemnify **the Insured** against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- a. **Injury** to any person
- b. loss or damage to material property
- c. nuisance trespass obstruction or interference with any right of way light air or water

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

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - at any coroner's inquest or fatal accident inquiry in respect of death
 - i. at proceedings in any court of summary jurisdiction or on indictment in any higher court in
 - ii. respect of any alleged breach of statutory duty resulting in **Injury** loss or damage

which may be the subject of indemnity under this **Section**.

B. Indemnity to Other Parties

If **the Insured** so request **the Insurer** will indemnify the following parties

- a. any officer or committee member or other member of **the Insureds** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- b. any partner director or **Employee** of **the Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

- c. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurers** liability to **the Insured** and all parties indemnified shall not exceed in total the limit of indemnity specified in the **Schedule**.

C. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurers** liability to all parties indemnified shall not exceed in total the limit of indemnity shown in the **Schedule**.

D. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner director or **Employee of the Insured** or family member of such partner director or **Employee** normally resident within the territories specified in definition 4.a. in the course of any journey or temporary visit to any other country made in connection with the **Business**.

E. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned provided or being driven by **the Insured** but this **Section** does not cover liability

- a. in respect of loss or of damage to such vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than **the Insured**
- d. incurred by any party identified in paragraph B Indemnity to Other Parties other than an **Employee**

For the purpose of this cover Exclusion 1. **Injury to Employees** does not apply.

F. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so requests any partner director or **Employee of the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurers** written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- I. the proceedings relate to the health and safety or welfare of any person other than an **Employee**
- II. **the Insurer** shall have the conduct and control of all the said proceedings and appeals

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other insurance

G. Data Protection

The Insurer will indemnify the Insured and at the Insureds request any partner director or Employee of the Insured against the sums which the Insured or any director partner or Employee of the Insured become(s) legally liable to pay as compensation for damage or distress resulting from failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance.

Provided that **the Insured is**

- i. a registered user in accordance with data protection legislation
- ii. not in business as a data processing bureau

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

The Insurer will not pay for

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

H. Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured

The Insurer will not pay for

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

I. Court Attendance Compensation

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

- a. any director or partner £250
- b. any **Employee** £150

J. Contractual Liability

In respect of liability assumed by **the Insured** by a contract or agreement entered into by **the Insured** and which would not have attached in the absence of such contract or agreement the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **the Insurer**.

The Insurer will not pay for liquidated damages or fines or damages imposed by or payable under any penalty clause.

K. Consumer Protection and Food Safety Acts - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of **the Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

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

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that **the Insurer** shall have the conduct and control of all said proceedings and appeals

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other policy.

L. Housing Grants Act

The Insurer will indemnify **the Insured** against an award (or any part thereof) made in respect of a construction dispute and resulting from an adjudication procedure which complies with the provisions of the Housing Grants Construction and Regeneration Act 1996

Provided that

- a. indemnity shall only apply to the extent that such an award relates to loss damage or liability for which an indemnity is provided by this **Section**
- b. any payment made by **the Insurer** in respect of such an award shall be made without prejudice to any other rights of **the Insurer** under this **Section**
- c. it is a condition precedent to any liability of **the Insurer** to make any payment under this **Section** that where there is a construction contract dispute relating to loss damage or liability for which an indemnity is or may be provided by this **Section**
 - i. any notice received by **the Insured** from any party of intention to refer such a dispute for adjudication shall be forwarded to **the Insurer** immediately upon receipt
 - ii. **the Insured** shall provide notice to **the Insurer** of any intention by them to refer any such dispute for adjudication
 - iii. **the Insured** shall not accept any award made by an adjudicator to such a dispute as being final without prior agreement of **the Insurer**.

Limit of Indemnity

A **The Insurers** liability under this section for all compensation payable in respect of

- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- ii. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the limit of indemnity stated in the **Schedule**

B. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the limit of indemnity shall be inclusive of the amount of all

- i. claimants costs and expenses
- ii. costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims.

Exclusions

This **Section** does not cover

1. Injury to Employees

liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured**.

2. Work on Offshore Installations

liability in respect of **Injury** loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines penalties liquidated punitive exemplary or aggravated damages

liability in respect of:

- a. fines penalties or liquidated damages
- b. punitive exemplary or aggravated damages or any damages resulting from multiplication of compensatory damages.

4. Pollution or Contamination

liability in respect of:

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere unless 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**.

5. Mechanically Propelled Vehicles

liability arising out of the ownership possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this exclusion shall not apply

- a. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

6. Vessels or Craft

liability arising out of the ownership possession or use by or on behalf of **the Insured** of any vessel or craft or device designed to float on or in or travel through water air or space (other than hand-propelled watercraft).

7. Property in the charge or control of **the Insured**

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner director or **Employee** of or visitor to **the Insured**
- b. **Premises** (and their contents) not belonging leased rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied

liability in respect of

- a. loss of or damage to any goods or other property sold supplied delivered installed or erected by or on behalf of **the Insured**
- b. all costs of or arising from the need for reinstatement making good removal repair rectification replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a and 8.b.i. above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from any alteration repair or servicing work executed by **the Insured** under a separate contract.

9. Advice and Design

liability for **Injury** loss or damage arising out of or in connection with advice design formula specification inspection certification or testing provided or performed for a fee by or on behalf of **the Insured**

10. Contract Works and J.C.T Clause 21.2.1

liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 21.2.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

11. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer 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 to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a. correctly to recognise any date as its true calendar date
- b. to recognise capture retain restore and/or correctly manipulate interpret calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c. to recognise capture save retain restore and/or correctly to manipulate interpret calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware being a command which causes the loss of data or the inability to recognise capture save retain or restore or correctly to manipulate interpret calculate or process any data on or after any date.

12. **Excess**

the amount of any **Excess** shown in the **Schedule**.

Section Conditions

1. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section had this **Section** not been effected.

2. Alteration

If at any time anything shall occur or be done which materially affects the risk insured **the Insured** shall give immediate notice in writing to **the Insurer**.

3. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **the Insurer**.

4. Discharge of Liability

The Insurer may pay to **the Insured** in the event of any one claim or series of claims arising out of one occurrence the specified limit of indemnity in respect thereof (after deducting therefrom any sums already paid), or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence except for the amount of any costs and expenses incurred prior to the date of the payment.

5. Fire Precautions

It is a condition precedent to any liability of **the Insurer** that the following precautions shall be complied with by **the Insured** their **Employees** or by their sub-contractors whenever carrying out any work involving the application of heat or use of angle grinders and no liability shall attach to **the Insurer** unless the precautions shall have been complied with:

- a. when blow torches blow lamps electric oxy-acetylene or other welding or flame cutting equipment hot air guns or angle grinders are to be used
 - i. a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of inspection kept
 - ii. all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be removed away from the immediate vicinity of the work (to a distance of not less than fifteen metres from the point of application of heat or use of angle grinders)
 - iii. all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material

- b. There shall be available for immediate use at the site of the work

Either

two portable multi-purpose dry powder fire extinguishers to European standard BS EN 3 or British Standard BS 5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS 5306-3

Or

a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion

- c. the lighting of all blow lamps blow torches welding and cutting equipment shall be carried out strictly in accordance with the manufacturers instructions and no piece of lighted equipment shall be left unattended
- d. where the equipment involves the use of gas cylinders those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least fifteen metres from the point of application of heat or use of angle grinders)
- e. any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted
- f. for one hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or for one hour after the completion of work involving the application of heat or use of angle grinders in any area in all 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 any area or areas in which 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 a.i. 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 (and a record of inspections shall be kept).

6. Underground Services

It is a condition precedent to any liability of **the Insurer** in respect of loss or damage to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations that

- a. **the Insured** shall prior to the commencement of such work
- i. have made enquiries with the owner or relevant authority responsible as to the location of existing pipes cables mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing
- ii. carry out investigation using remote electrical devices to locate existing pipes cables mains or other underground services where practicable
- iii. convey the location of such pipes cables mains and underground services to those **Employees** or contractors carrying out such work on behalf of **the Insured**

- b. **the Insured** shall adopt or cause to be adopted a method of work which minimises the risk of loss or damage to pipes cables mains and other underground services
- c. **the Insured** shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of loss or damage to such pipes cables mains and other underground services.