

PROTECTOR

Insurance

Commercial Sector Contract Works Wording CAR001



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About Your Policy

Thank **You** for choosing Protector Insurance for **Your Policy**. We work in partnership with **Your** insurance broker, building unique relationships, to ensure that **You** receive product and service excellence.

The **Policy** is a legal contract between **You** and **Us**. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its limits, terms conditions and exclusions.

This **Policy** wording, together with **Your Policy** schedule and endorsements are all part of **Your Policy** and should be read together to avoid any confusion. Any word or expression which has a specific meaning will have the same meaning whenever it appears in **Your Policy** and will be defined in the general definitions section of the wording.

This **Policy** has been prepared in accordance with the information provided by **You**. In its preparation, the insurer has relied upon the information provided by **You** as constituting a fair presentation of the risk to be Insured. It is **Your** responsibility to ensure all material circumstances, including those revealed by reasonable search are disclosed before the **Policy** is incepted. **You** should ensure that the information provided is substantially correct, and true and accurate to the best of **Your** knowledge and belief. **Your** insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

Protector will indemnify **You** in accordance with the terms of this **Policy**, in consideration of the payment to **Us** of the premium for the period of insurance.

Signed, on behalf of Protector Insurance

A handwritten signature in black ink, appearing to read 'Henrik Høye', written in a cursive style.

Henrik Høye, Chief Executive Officer

Insuring Clause

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, **damage**, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any Section of this **Policy**) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

Signed, on behalf of Protector Insurance

A handwritten signature in black ink, appearing to read 'Henrik Høye', written in a cursive style.

Henrik Høye, Chief Executive Officer

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company. We are a Prudential Regulation Authority and Financial Conduct Authority authorised third country branch of an EEA firm, FCA financial services register number: 602381. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Our UK registered office address is 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034. Protector delivers land-based insurance to commercial and public sector clients and We distribute Our products through insurance brokers.

We provide no personal recommendation or advice about the insurance products offered, and any financial advice needed should be sought from an authorised intermediary.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **You** may be entitled to compensation if We are unable to meet Our obligations to **You**.

Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Provision of Insurance cover for any territory outside of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, is underwritten by Our principal firm, Protector Forsikring ASA.

Protector Forsikring ASA is supervised by the Norwegian financial services regulator, Finanstilsynet. Organisation number: 985279721.

Registered office address: Aker Brygge, Støperigata 2, 0250 OSLO, Norway.

For more information on Our principal firm Protector Forsikring ASA, please refer to the Oslo stock exchange: https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders

Unless We have agreed otherwise with **You** in writing, the law applicable to this contract is that of England and Wales unless **Your** registered office or principal place of Business is situated in Scotland or Northern Ireland the Channel Islands or the Isle of Man in which case the law of that territory will apply.

How to Use Your Policy

We wish to provide **You** with a good standard of service. To help us achieve this, it is important that **You** read this **Policy** carefully. If it does not meet **Your** requirements, or **You** have any comment or query about the **Policy**, please contact us.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or **damage** **You** sustain or legal liability **You** incur for accidents happening during the period of insurance. **We** will provide Insurance as stated in each operative section of the **Policy** during the period of insurance.

Your schedule provides details of the insurance protection provided, the sections of the **Policy** which are operative and the levels of cover **You** have.

Your Policy contains details of the extent of cover available to **You**, what is excluded from cover and the conditions on which the **Policy** is issued. Please examine **Your** schedule and any endorsements to ensure it meets **Your** requirements.

Contracts (rights of Third Parties) Act 1999 Clarification Clause

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

Complaints Procedure

We're proud of the service **We** provide to **Our** brokers and clients, but **We** know that sometimes things can go wrong. Our aim is to get it right, first time every time. If **We** make a mistake, **We** will learn from it and try to put it right promptly.

We will always confirm to **You** the receipt of **Your** complaint within five working days and do **Our** best to resolve the problem within four weeks. If **We** cannot, **We** will let **You** know when an answer may be expected. If **We** have not resolved the situation within eight weeks and **You** are an 'eligible' complainant, **You** may be entitled to refer it to the Financial Ombudsman Service.

For more information on eligibility please refer to the Financial Ombudsman Service at: <http://www.financial-ombudsman.org.uk/>

Should **You** wish to make a complaint then it should be directed to:

Customer Relations Manager
7th floor
3 Hardman Street
Spinningfields
Manchester
M3 3HF
Email: csm@protectorinsurance.co.uk
Telephone: 0161 274 9077

Making a complaint or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

If **Your** complaint relates to the way in which **Your** insurance was sold, or the service provided by **Your** intermediary, **Your** intermediary will deal with **Your** complaint.

If **Your** complaint is about **Our** service or the **Policy** terms and conditions, **You/Your** insurance intermediary may refer **Your** complaint to **Us**. **We** will investigate **Your** complaint and issue a final response letter.

We will acknowledge **Your** complaint within 5 Business days of receipt. In the unlikely event that **Your** complaint hasn't been resolved within 4 weeks of receipt, **We** will write and advise **You** of the reasons why and the further action **We** will take.

Within eight weeks of receipt, **We** will either issue **You** with a final response letter detailing the outcome of **Our** investigation and **Our** decision, or a letter confirming when **We** anticipate to have concluded **Our** investigation.

If **You** are unhappy with the response and **You** are an eligible complainant, **You** may wish to contact the Financial Ombudsman Service.

Their address is:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Consumer helpline number: 0800 0234567

Financial Sanctions

We shall not provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Switzerland, United Kingdom or United States of America.

Data Protection

Protector Insurance will use (process) the information (data) provided by the insured or which are supplied by third parties including any details of directors, officers, partners and Employees (whose consent **You** must obtain), during the formation and performance of insurance contracts (policies) for **Policy** administration, customer services, the payment of claims and the production of management information for business analysis and for the purpose of complying with regulatory requirements.

Protector shall process and keep such data secure at all times, and in full accordance with the principles of data protection (the Principles) enumerated in the EU General Data Protection Regulation.

Protector Insurance is committed to ensuring that privacy is protected and has updated its Privacy **Policy** accordingly. The Privacy **Policy** is a statement explaining what data is collected from customers, their rights, whom **We** may share it with and how it is used. The Privacy **Policy** can be accessed on protector's website: <https://www.protectorinsurance.co.uk>.

From time to time the contents of this **Policy** may be updated and **You** should check the website periodically for updates.

Cancelling the Policy

We may cancel **Your Policy** (or any Section of it) at any time and in any **Period of Insurance** by giving a minimum of 14 days' notice to **You** in writing at **Your** last known address. **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the **Policy** period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium will be made. Where **You** pay by instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

General Definitions

Unless otherwise stated in this **Policy** wording, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in the Insured's **Policy**

1. Contract

The agreement under which the **Contract Works** are undertaken.

2. Contract site

As stated in the **Schedule**.

3. Contract Works

The permanent and temporary works executed in performance of the **Contract** and materials for use in connection therewith.

4. Damage

Means loss or destruction of or **damage to Property Insured**.

5. Data processing system

means any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

6. Defined peril

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal.

7. Employees' personal tools and effects

Personal tools and effects the property of the **Insured's** employees other than motor vehicles, precious metals, precious stones, or articles made therefrom or money.

8. Employer

The party on whose behalf the **Contract Works** are undertaken.

9. Excess

means the amounts as stated in either this **Policy** wording or in the **Schedule**, as applicable, that are to be deducted from any loss and which amounts shall be borne by the Insured.

10. Hired-in Plant

Contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of contractors' plant including scaffolding, temporary buildings, site office contents, site welfare facilities or as more specifically described in the schedule.

11. Insured, You, Your

The Insured as stated in the **Schedule**.

12. Insurer, the Company, We, Us, Our

Protector Insurance.

13. Occurrence

means any one loss or series of losses consequent upon or attributable to one source or original cause.

(Section 4) means all individual losses arising during a continuous period of 72 (seventy-two) hours of which the proximate cause is the same Act of Terrorism.

14. Owned Plant

Contractors' plant the property of the Insured or on hire purchase or leased to the Insured comprising all types of contractors' plant including scaffolding, temporary buildings, site office contents, site welfare facilities or as more specifically described in the **Schedule**.

15. Period of Insurance

Period as stated in the **Schedule**.

16. Policy

The **Contract** of insurance formed of this **Policy** wording, the **Policy** Schedule, and any endorsements.

17. Pollution

Pollution or contamination of any building or other structures or of water, land, or the atmosphere

18. Property Insured

means property as stated in the **Schedule**.

19. Schedule

The part of this **Policy** that details information forming the basis of this contract and that shows the **Sections** of this **Policy** selected.

20. Territorial Limits

Unless expressly stated to the contrary in any Section of this **Policy**, the Schedule or any endorsement which may be attached as part of this **Policy**, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

General Conditions

1. Fair Presentation

You must make a fair presentation of the risk prior to inception of this **Policy** or subsequent renewal or mid-term when asking Us to consider any variation or amendment to the **Policy**. This includes disclosing to **Us** all circumstances material to the risk being insured that **You** know of or those circumstances that **You** reasonably ought to know of.

In the event that **You** fail to make a fair presentation and but for that breach **We** would either have not entered into this **Policy** or would have done so on different terms and/or conditions, then **We** shall be entitled as follows:

Inception/renewal

If **Your** failure to make a fair presentation was:

- a) deliberate or reckless, **We** may avoid the **Policy**, and treat it as though it had not existed and retain any premiums paid; or
- b) not deliberate or reckless but **We** would not have entered into the **Policy**, then **We** may still avoid the **Policy** and treat it as though it had not existed but will return any premiums paid; or
- c) not deliberate or reckless, and **We** would have entered into the **Policy** on different terms other than premium, then **We** may treat the **Policy** as being subject to those amended terms and/or where **We** would have charged an increased premium, then **We** may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

Mid-Term Variation

If **Your** failure to make a fair presentation was:

- a) deliberate or reckless, **We** may treat the **Policy** as having been terminated as at the date of the variation and retain any premiums paid; or
- b) not deliberate or reckless but **We** would not have entered into the variation on any terms, then **We** may treat the **Policy** as if the variation was never made but will return any extra premiums paid upon the variation; or
- c) not deliberate or reckless, and we would have agreed to a variation but on different terms other than premium, then **We** may treat the variation as being subject to those amended terms and/or where **We** would have charged an increased premium, then **We** may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.

2. Appointed Agent

Where **You** have declared an existing relationship with an **Appointed Agent** as described below **You** agree that this **Appointed Agent** is a data processor in relation to **Your** data and the **Policy**.

You agree that all processing undertaken on **Your** behalf is performed in a manner compliant with Regulation (EU) 2016/679 EU (GDPR) Article 28 and governed by a separate contract between **You** and the Processor. **You** agree that the contract will contain the provisions, requirements and conditions as prescribed by Article 28 (3) GDPR.

You warrant that due to this agreement between you and the **Appointed Agent**, the **Appointed Agent** has full capacity, authority, and necessary approvals to exchange and process data with You and the **Company** as required for the purpose of fulfilment of this contract and in line with the **Company's** published Data Privacy Notice.

Definition

Appointed Agent is deemed to mean any party other than an appointed advisor or the **Company**, who performs a service such as claims handling in connection with this **Policy** on **Your** behalf.

3. Stoppage of work

In the event of stoppage of work by the **Insured** on the **Contract** site from any cause for a period of three consecutive months cover under Section 1 shall be suspended unless its continuance be agreed in writing by the **Company**.

In the event of such total or partial cessation of work the Insured shall use due diligence and do all things reasonably practicable to protect the **Property Insured**.

4. Hiring out

Under Sections 2 and 3 in the case of plant hired out by the Insured the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association except as agreed by the **Company**.

5. Observance of Policy Terms

Observance of the terms, limitations and conditions of the **Policy** shall as far as the nature of them respectively will permit be conditions precedent to any liability of the **Company**.

6. Alteration in Risk

The **Insured** shall notify the **Insurer** as soon as reasonably practicable if after the commencement of this insurance the risk is materially increased. The **Insurer** has the right with effect from the date of the material increase to charge an additional premium and/or amend the excess and/or apply limits and/or apply exclusions of cover, to reflect what the Insurer could have reasonably demanded had the increased risk been declared prior to commencement of this **Policy**.

Additionally, if after the commencement of this insurance:

- a) the **Insured's** interest ceases except by the operation of law; or
- b) the business is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued;

the **Insurer** shall have the right to serve notice on the Insured in accordance with the cancellation clause in this **Policy**.

7. Reasonable precautions

The **Insured** shall afford reasonable facilities for representatives of the **Company** to examine any property insured under this **Policy**. The **Insured** shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or **damage** and to ensure that all statutory and other regulations relating to the **Property Insured** are observed.

8. Cancellation rights

The **Insurer** shall not be bound to invite or accept renewal of this **Policy** and may by thirty days' notice in writing to the Insured by recorded delivery cancel this **Policy** at any time. The **Insured** shall then be entitled to a rebate of premium for the unexpired **Period of Insurance**.

9. Joint code of practice

The Insured undertakes to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated May 1992 or any subsequent amendment to or revised edition thereof current at inception (or subsequent renewal if applicable) of the **Policy** hereinafter referred to as The Joint Code.

This additional clause shall apply to the **Contract** provided that the original **Contract** price is £2,500,000 or more and for the purpose of paragraph 6.3 of The Joint Code if the estimated **Contract** price exceeds £20,000,000 it shall be deemed to be a large project.

The appointed representative of the **Company** shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event of the **Company** becoming aware of a breach of The Joint Code, the Company may inform the main/ management contractor's site management of the nature of the breach specifying the remedial measures required by the Company (the remedial measures) and the period within which these must be completed.

Where the **Company** considers such a breach is of sufficient importance the **Company** may confirm the same by notice in writing (the notice) to the **Employer** and the main/management contractor and the first named party forming the Insured when this is not the employer or the main/management contractor at their respective addresses nominated by the Insured at the inception of cover or as subsequently amended. Under the terms of this or any subsequent notice the **Company** may suspend or cancel all cover at the **Contract site** concerned from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it being understood that upon suspension such cover shall be reinstated when the **Company** is satisfied that the remedial measures have been completed. Such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand.

This additional clause shall not in itself be considered a condition precedent to liability, but its inclusion shall not prejudice, waive or remove the rights of the **Company** under the terms of this **Policy**.

In the event of cancellation only the **Company** agrees to return to the Insured a pro-rata proportion of the relevant part of the **Policy** premium.

General Exclusions

The indemnity provided by this **Policy** shall not apply to or include:

1. Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

2. Electronic Date Recognition

- a) loss or **damage**.
- b) consequential loss, additional expenditure, or extra expenses.
- c) legal liability.
- d) fees, costs, disbursements, awards, or other expenses.

of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- e) the way in which any **Data Processing System** responds to or deals with or fails to respond to or fails to deal with any true calendar date.
- f) any **Data Processing System** responding to or dealing in any way with:
 - i. any data denoting a calendar date or dates as if such data did not denote a calendar date or dates.
 - ii. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates.

whether such **Data Processing System** is the property of the **Insured** or not but will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **Defined Peril** otherwise covered under this **Policy**.

3. Electronic Risks

damage caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not business interruption consequential loss or loss of gross profit directly or indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack** but this will not exclude **damage** business interruption or loss of gross profit which results from a **Defined Peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence.

Definitions

For the purposes of this exclusion:

Denial of Service Attack shall mean 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 including but not limited to the generation of excess network 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 shall mean unauthorised access to any computer or other equipment or component or

system or item which processes, stores, transmits, retrieves or receives data.

Virus or Similar Mechanism shall mean 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 including but not limited to Trojan horses, worms and logic bombs.

4. Excess

Any **Excess** Specified in the Schedule.

It is agreed that any loss of or **damage** to the property insured arising on any **Contract site** during any one period of 72 consecutive hours caused by earthquake, storm, tempest or flood shall be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period shall be decided by the Insured, it being understood and agreed that there shall be no overlapping of any two or more such periods

5. Inventory Loss

loss of the **Property Insured** by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the **Insured** with a specific occurrence which has been the subject of notification under the terms of the claims procedure condition including reporting the matter to the Police.

6. Motor Vehicles

loss of or **damage** to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation; or
- b) designed or adapted primarily for use as a tool of trade.

7. Pollution

loss or **damage** caused by pollution or contamination other than loss of or **damage** to the property insured caused by pollution or contamination.

8. Sonic waves

loss or **damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

9. War

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

10. Waterborne risks

loss of or **damage** to any airborne or waterborne vessel or craft, marine rig, platform or property situated on any such vessel, craft, rig or platform.

11. Wear and tear, corrosion

the cost of rectification or making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion, erosion, or oxidisation or scratching of painted or polished surfaces

12. Willful act

loss or **damage** caused by the willful act or willful neglect of the **Insured**.

13. Nuclear Site Risks

loss of or damage to any:

- a) **Nuclear Material**
- b) property in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield.
- c) **Contract Works**, not being property described by part b) of this exclusion, for construction, erection, installation, repair, maintenance or decommissioning of or in or on any building or plant which has been used or is used or is designated to be used for the production, use or storage of nuclear material other than with the prior agreement of the **Company**.

Definitions

For the purposes of this exclusion:

Nuclear material shall mean:

- a) nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material.
- b) radioactive products or waste produced in, or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes.

Production, use or storage of nuclear material shall mean the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of **Nuclear Material**.

14. Nuclear Risks

loss of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **Nuclear Installation**, nuclear reactor or other explosive nuclear assembly or nuclear component thereof.
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

Definitions

For the purposes of this exclusion:

Nuclear installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy.
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation.
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

15. Northern Ireland

Loss or destruction or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of riot or civil commotion in Northern Ireland

16. Terrorism

- a) Loss, **damage**, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such **Act of Terrorism**.
- b) Loss, **damage**, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any other way related to any **Act of Terrorism**.
- c) Any loss whatsoever or any expenditure resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - iii. chemical and/or biological and/or radiological irritants, contaminants or pollutants.
- d) Loss, **damage**, injury, cost or expense directly or indirectly arising out of:
 - i. any business interruption losses resulting from customers or suppliers extensions or denial of access due to any **Act of Terrorism**.
 - ii. loss, **damage**, injury, cost or expense directly or indirectly arising out of any service interruption due to any **Act of Terrorism**.

If the **Insurer** allege that by reason of this Exclusion any loss, damage, injury, cost or expense is not covered by this Insurance, the burden of proving to 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.

17. Communicable diseases

any loss, **damage**, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **Communicable Disease**; or
- b) the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Definition

For the purposes of this exclusion:

Communicable disease shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten **damage** to human health or human welfare or can cause or threaten **damage** to, deterioration of, loss of value of, marketability of or loss of use of property.

Claims Conditions

1. Other insurance

The **Company** shall not be liable for any loss, **damage** or liability which at the time of the happening of such loss, **damage** or liability is insured by or would but for the existence of this **Policy** be insured by any other **Policy** or policies except in respect of any excess beyond the amount which would have been payable under the **Policy** or policies had this insurance not been effected.

2. How to make a claim

On the happening of any event which could give rise to a claim under this **Policy** **You** shall:

- a) As soon as practicably possible notify **Your** insurance advisor providing as much information as possible as to the circumstances surrounding the claim. In the event **You** need to make a claim outside of normal office hours **You** can contact **Us** on 0345 266 9660
- b) Make no admission of liability or offer promise or payment without **Our** written consent.
- c) Inform the **Insurer** immediately of any impending prosecution inquest of fatal inquiry or civil proceedings or arbitration or adjudication and send to the **Insurer** immediately every relevant document.
- d) Take all reasonable action to minimize or check any interruption of or interference with the Business.
- e) Produce to the **Insurer** such books of account or other business books or documents or such other proofs as may reasonably be required by the Insurer for investigating or verifying the claim.

3. Options for claims settlement

The **Company** may at its option repair, reinstate or replace any property lost or damaged or pay the amount of the loss or **damage** in money. The **Company** shall not be responsible for temporary repairs carried out without the consent of the **Company** (unless such temporary repairs are made in accordance with the Expediting Expenses clause) and any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair. Where loss or **damage** is confined to a part of a machine or structure the **Company** shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the **Insured** is responsible. The **Insured** shall not be entitled to abandon any property to the **Company** whether taken into possession by the **Company** or not.

4. Supplementary claims charges

In connection with any claim for loss or **damage** the **Insured** is entitled to recover supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the sum insured.

5. Fraudulent claims

If the **Insured** or anyone acting on the **Insured's** behalf:

- a) knowingly makes a fraudulent or exaggerated claim under this **Policy**; or
- b) knowingly submits a false or forged documents in support of a claim whether or not the claim is genuine; or
- c) knowingly makes a false statement in support of a claim whether or not the claim is itself genuine; or

- d) submits a claim under this **Policy** for loss or **damage** which the **Insured** or anyone acting on the Insured's behalf deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this policy and then fails to tell the **Company** that the **Insured** has not suffered any loss or **damage**; or
- f) suppresses information which the Insured knows would otherwise enable the **Company** to refuse to pay a claim under this **Policy**.

then the **Company** will be entitled to refuse to pay the whole of the claim and recover any sums that the **Company** has already paid in respect of the claim.

The **Company** may also notify the Insured that the **Company** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **Company** terminates this **Policy** under this condition the Insured will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

6. Payments on account

At the discretion of the **Company** payments on account may be made to the Insured following indemnifiable loss or **damage** under this **Policy** but in no case shall any payment exceed the **Company's** liability in respect of such loss or **damage**.

Section 1 - Contract Works

The **Insurer** will indemnify the **Insured** against physical loss of, destruction of or **damage** to the **Contract Works** occurring during the **Period of Insurance**, subject always to the Excess(s) and the limits, terms, conditions and exclusions of this section of the **Policy** including:

1. Contract site

on or adjacent to the **Contract site** until the issue of a certificate of completion or until taken over by the principal and for fourteen days thereafter where the Insured is required to insure under the terms of the **Contract**.

2. Transit

in transit (other than by sea or air) in the **Territorial Limits** to or from the **Contract site** (including any loading or unloading).

3. Maintenance

during the period of maintenance or defects liability not exceeding twelve months:

- a) arising from a defect occurring prior to the commencement of such period; or
- b) caused by the **Contractor** in the course of any operations carried out by the **Insured** for the purpose of complying with the **Insured's** obligations under the maintenance or defects liability clause in the **Contract**.

Provided that the **Insured** shall demonstrate that any loss or **damage** which is first revealed during the period of maintenance or defects liability is the responsibility of the contractor under the terms of the **Contract**.

Section 1 – Limit of Liability

The Insurer's limit of liability under this section of the **Policy** shall not exceed in addition to any amounts stated in the extensions.

- a) the Sum Insured stated in the **Schedule** which may be increased by an amount not exceeding 25% in the event that the original estimated **Contract** price of any insured **Contract** (including the value of free-issue materials) is increased by such an amount.
- b) The Sums Insured will not be reduced by the amount of any claim, provided that the **Insured** undertakes to pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance**.

Section 1 – Extensions

1. Debris Removal

The costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurer** in:

- a) removing debris.
- b) dismantling and/or demolishing.
- c) shoring up propping and fencing off.
- d) repairing or cleaning drains sewers service mains and the like and/or dewatering.
- e) temporary boarding up of windows following breakage of glass.

following loss of or **damage** to the **Contract Works** for which the Insured is indemnified by Section 1.

Provided that the amount payable shall not exceed 10% of the limit of liability in respect of Section 1.

2. Expediting Expenses

the additional cost of overtime weekend, shift working payments, plant hire charges express delivery including airfreight necessarily and reasonably incurred with the consent of the **Insurer** in expediting repair replacement or rectification following loss or **damage** to the **Contract Works** but excluding any cost to expedite the completion of any construction or installation of insured property not lost or damaged.

Provided the amount payable shall not exceed 25% (twenty five percent) of the cost of repair had such costs not been incurred.

3. Fire Brigade Charges

the costs necessarily and reasonably incurred by the **Insured** as a result of the activities of the Fire Brigade in consequence of loss or **damage** for which the Insurers have admitted liability.

The **Insurer** will not be liable for any claim in excess of £10,000.

4. Free Issue Materials

Free-issue materials supplied by the principal or his agents and for which the Insured is responsible under the terms of the **Contract**.

Provided that the total of all Free Issue Materials is included in any declarations made to the **Insurer**.

5. JCT Contract Conditions

Where the **Insured** undertakes a **Contract** under JCT Standard Form of Building **Contract** 1998 (or the equivalent thereof) in the event of **damage** to the **Contract Works** by any of the specified perils defined in the above-mentioned Standard Form of Building **Contract** it is agreed that so far as is required by the sub-contract the **Insurer** will not pursue any rights of subrogation against sub-contractors directly engaged by the **Insured**.

6. Offsite Storage

Loss of or **damage** to property insured whilst stored at any location in the **Territorial Limits** other than the **Contract site** but not for an amount in excess of £250,000 unless previously agreed by the **Insurer**.

7. Plans

The insurance under this Section includes the cost of rewriting or redrawing documents drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

Provided that the amount payable under this extension shall not exceed 2.5% of the **Contract Value**.

8. Professional Fees

architects, surveyors, consulting engineers and other professional fees necessarily and reasonably incurred with the **Insurers** consent in the reinstatement of the **Contract Works** following loss of or **damage** to the **Contract Works** as insured by this Section and not being fees for preparing any claim.

Provided that the amount payable shall be in accordance with those authorised by the appropriate professional body.

9. Public Authorities

The insurance under this **Contract Works** Section includes the additional cost of re-instatement following **damage** to **Contract Works** solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal local or European Union directive.

Provided that reinstatement (which may be carried out upon another site subject to **Insurer's** liability not being increased thereby) is carried out without delay.

The amount recoverable under this clause does not include:

- a) The costs incurred in complying with regulations or bye-laws intimated to the **Insured** prior to the happening of the **damage**.
- b) The costs incurred in respect of undamaged property.
- c) The amount of any rate tax duty development or other charge which may become payable following compliance with such regulations or bye-laws.

10. Show Property Contents

The contents, excluding any audio-visual equipment, computers, works of art or antiques of any show property for which the **Insured** is responsible on the **Contract site** until:

- a) The date such property is sold or let; or
- b) three months after the date of **Completion** of the last property on the **Contract site**.

Provided that:

the maximum value in any show house shall not exceed £30,000.

Definition

Completion shall mean completion apart from a prospective purchaser or tenants choice of decorations and/or final fitments.

11. Speculative Building

This Section extends to include loss of or **damage** to buildings constructed by the **Insured** other than under **Contract**.

- a) for a period not exceeding one hundred and eighty (180) days for domestic buildings or ninety (90) days for commercial buildings following **Practical Completion**, or
- b) until the date of sale occupation or hand over.

whichever occurs first.

Definition

Practical Completion means the completion of construction apart from decorations finishes and fitments that will be chosen by the purchaser or tenant.

12. Automatic reinstatement of sum insured

In consideration of the Sums Insured not being reduced by the amount of any loss, the Insured undertakes to pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance.

Section 1 – Exclusions

This Section does not cover:

1. Existing Property

loss of or **damage** to any property forming or which has formed part of any existing structure prior to the commencement of the **Contract** (or speculative building as provided for by extension 11).

2. Breakdown during testing

loss of or **damage** to any item of machinery caused by its own breakdown or explosion.

3. Normal upkeep

the cost of normal upkeep or normal making good/

4. Limited defective condition exclusion (DE3)

the cost of repairing, replacing or rectifying any:

- a) **Property Insured** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such property insured or any part thereof.
- b) **Property Insured** lost or damaged to enable the repair, replacement or rectification of **Property Insured** excluded by a) above.

[But should **damage** to the **Property Insured** (other than **damage** as defined in (b) above) result from such a defect, this exclusion shall be limited to the costs of additional work resulting from and the additional costs of improvement to the original design plan specification materials or workmanship.

For the purpose of the **Policy** and not merely this exclusion the **Property Insured** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the property insured or any part thereof.

5. Occupation of the works

loss or **damage** due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than as herein provided.

6. Relief under Contract

loss or **damage** for which the Insured is relieved of responsibility by the conditions of the **Contract**.

Section 1 – Conditions

1. Series Loss

If the development or discovery of a defect in any part of the **Contract Works** shall indicate that a similar defect exists elsewhere in the **Contract Works** the **Insured** shall immediately investigate and if necessary rectify the defects in any **Contract Works** insured under this **Policy** at their own expense or alternatively bear the cost of all loss or **damage** arising out of the defect

2. Insured Contracts

This insurance applies to loss or **damage** occurring during the **Period of Insurance** to **Contract Works** undertaken pursuant to **Contracts** that are current at the start of the **Period of Insurance** or are commenced during the **Period of Insurance**. The liability of the **Insurers** shall cease;

- a) at the end of the **Period of Insurance** if the insurance is not renewed, or
- b) on cancellation of the insurance whichever is earlier.

Section 2 – Owned Plant and Machinery

The **Insurer** will indemnify the **Insured** against physical loss of, destruction of or **damage** to **Owned Plant and Machinery** occurring during the **Period of Insurance**, subject always to the Excess(s) and the limits, terms, conditions and exclusions of this section of the **Policy** including:

- a) Contractors Plant.
- b) Temporary Buildings.

Anywhere in the Territorial Limits.

- c) Employees Tools and Effects on the **Contract site** or adjacent thereto.

Provided that where Contractors Plant or Temporary Buildings have been loaned or hired out insurance under this Section 2 is conditional on the terms of the loan or hire

- i. being no less onerous than the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association, and
- ii. applying during transit to and while at the site until returned to or collected by the Insured.

Section 2 – Limit of Liability

- a) the sum insured stated in the **Schedule**.
- d) in respect of any one item of insured property the market value of the item at the time of the loss or **damage**.
- e) additionally any amounts shown in the extensions.
- f) in respect of **Employees'** personal tools and effects the Sum Insured stated in the schedule.

Provided that the liability of the **Insurers** for any individual **Employee** shall not exceed £1,000.

Section 2 - Extensions

1. Damage to Security Devices

the cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the Insured Property following loss or **damage** due to theft or attempted theft for which the Insurers have admitted liability.

Provided that:

- a) the liability of the Insurers shall not exceed £1,000.
- b) Exclusion 4 – **Excess** does not apply to this Extension.

2. Loss of Keys

the cost incurred in replacing the lock cylinder of any security device permanently fitted to any Insured Property following loss of or **damage** to the keys operating the security device.

Provided that:

- a) The liability of the Insurers shall not exceed £1,000.
- b) Exclusion 4 – **Excess** does not apply to this Extension.

3. Repair cost Investigation

the cost incurred in repair investigations and tests by consulting engineers following loss of or **damage** to Insured Property for which the Insurers have admitted liability.

Provided that:

- a) the prior written agreement of the Insurers has been obtained.
- b) the liability of the Insurers does not exceed £25,000 during any one **Period of Insurance** the **Insurer** shall not be liable under this Extension for any cost incurred in preparing a claim under this **Policy**.

Section 2 – Exclusions

1. Attachments

loss of or **damage** to cutting edges, tools, trailing cables or flexible pipes other than when such loss or **damage** results from the total loss of the complete item or items of insured plant.

2. Breakdown

loss of or **damage** to any item of plant caused by its own breakdown or explosion but not loss or **damage** by any ensuing cause otherwise indemnifiable under Section 3.

3. Materials Treated

loss or **damage** caused by or arising out of materials treated by the insured plant or by foreign bodies entering the plant with such materials.

4. Multiple Lifts

loss or **damage** arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the safe use of cranes – BS7121.

5. Overloading Testing

loss or **damage** arising out of any item of plant undergoing any form of testing involving abnormal stresses or intentional overloading, other than overload testing undertaken in accordance with the British Standard Code of Practice for the safe use of cranes – BS7121.

Section 3 – Hired in Plant

The **Insurer** will indemnify the **Insured** in respect of their legal liability under the terms of his hiring agreement or otherwise to pay:

- a) compensation for loss of or **damage** to **Hired-in Plant** whilst in the **Insured's** custody or under his control at any situation within the **Territorial Limits** and whilst in transit (other than by sea or air) between such locations.
- b) continuing hire charges in consequence of loss or **damage** covered under Section 3a.

Section 3 – Limit of Liability

- a) In respect of plant the sum insured stated in the **Schedule**.
- b) in respect of continuing hire charges, the sum insured stated in the schedule provided that the period in respect of which payment is made hereunder shall commence 24 hours after the occurrence of the loss or **damage** and be limited to the indemnity period stated in the schedule.

In addition under Section 3 the **Insurer** will with its written consent and where legal proceedings have been defended pay all legal charges for which the **Insured** may be liable.

Section 3 – Exclusions

6. Overloading Testing

loss or **damage** arising out of any item of plant undergoing any form of testing involving abnormal stresses or intentional overloading, other than overload testing undertaken in accordance with the British Standard Code of Practice for the safe use of cranes – BS7121.

Section 4 - Terrorism

This Section is only applicable if shown in the Schedule.

Section 4 – Definitions

1. Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organization 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.

2. Computer Systems

means a computer or other equipment or component system or item which processes, stores, transmits or receives **Data**.

3. Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of loss or destruction of or **damage** to property used by the Insured at the **Premises** for the purpose of the **Business**.

4. Damage

Means loss or destruction of or **damage** to **Property Insured**.

5. Data

means data of any sort whatsoever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

6. Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **the Insurer**.

7. Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

- a) the production or use of atomic energy, or
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

8. Nuclear Reactor

means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

9. 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 Computer 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 and the procurement of such actions or instructions by other Computer Systems.

10. Hacking

means unauthorised access to any Computer System whether the Property of the Original Insured or not.

11. Phishing

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

12. Virus or Similar Mechanism

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan Horses, Worms or Logic Bombs and the exploitation of bugs or vulnerabilities in a computer program to **damage**, interfere with, adversely affect, infiltrate or monitor as above.

13. The Cover

The **Insurer** shall indemnify the **Insured** against **Damage** or Consequential Loss under Section 1 **Contract Works**, Section 2 **Owned Plant and Machinery**, Section 3 **Hired in Plant**, caused by an **Act of Terrorism** occurring within the **Territorial Limits** and certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority.

Provided always that the insurance by this Section:

- a) is subject to the terms, definitions, provisions, conditions and extensions of this **Policy** except as expressly varied under this section and providing that if there is conflict between this section and the rest of the **Policy** this section will prevail.
- b) is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this **Policy**.
- c) is not subject to any Long Term Undertaking.
- d) is not subject to any terms in the other sections of this **Policy** which provide for adjustments of premium.

14. Limit of Liability

The liability of the **Insurer** under this Section in respect of any one **Occurrence** and in the aggregate during the **Period of Insurance** shall not exceed the Limits of Liability as stated in the **Schedule**;
and

in any action, suit or other proceedings where the **Insurer** allege that any claim hereunder is not covered by this Section of this **Policy** (or is covered only up to a **Limit of Liability** as stated in the **Schedule**), the burden of proving that such claim hereunder is covered (or is covered beyond that **Limit of Liability**) shall be upon the **Insured**.

15. Section 4 Conditions

The Insurance provided by this Section shall be subject to all limits, terms, conditions and exclusions of this **Policy** except that the following shall not apply:

- a) any long term agreement or undertaking.
- b) any terms in the **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**.
- c) any General or Section Exclusions elsewhere in this **Policy**.

Section 4 Exclusions

The Section does not cover:

1. Any Nuclear Installation or Nuclear Reactor

This Exclusion shall not exclude loss arising from **Damage** to other types of Property arising from an **Act of Terrorism** occurring at the site of a **Nuclear Installation** or **Reactor**.

2. Riot Civil Commotion War and Allied Risks

Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a) **Damage** to or the destruction of any **Computer System**.
- b) any alteration modification distortion erasure or corruption of **Data**.

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, Hacking, Phishing** or **Denial of Service Attack**.

This exclusion shall not apply to **Damage** provided that **Damage**:

- c) results directly (or solely as regards b ii below indirectly) from fire, explosion, flood, escape of water, impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of building or structures, Plant or machinery other than any **Computer System**; and
- d) comprises:

- i. the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property Insured** by the **Insured**.
 - ii. the amount of business interruption loss suffered directly by the **Insured** itself by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either **damage** to or destruction of **Property** insured by the **Insured** or as a direct result of denial prevention or hindrance of access to or use of the **Property** insured by the **Insured** by reason of an **Act of Terrorism** causing **damage** to other **Property** within one mile of the **Property** insured by the **Insured** to which access is affected, or
 - iii. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of **damage** to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **Insured** to avoid or diminish such loss, and
 - iv. is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state.
- e) The meaning of **Property** for the purposes of this proviso shall (additionally to those exclusions in the definition of **Property**) exclude:
- v. any money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever; and
 - vi. any **Data**.
- f) Notwithstanding the exclusion of **Data** from **Property** within the meaning of sub-paragraph (b) above, **Damage** includes that which:
- vii. indirectly results from any alteration modification distortion erasure or corruption of **Data** caused by the occurrence of one or more of the matters referred to in sub-paragraph (a) above; or
 - viii. results directly or indirectly from any alteration modification distortion erasure or corruption of **Data** that shall not prevent cost or business interruption loss directly resulting from **damage** to or destruction of such **Property** and otherwise falling within sub-paragraphs (a) and (b) above from being recoverable under this Section;

but in no other circumstances other than as specified in (i) and (ii) above will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **Data** be recoverable under this Section.

4. Chemical and Nuclear Risks, Biological and Radiological Contamination.

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material.
- c) chemical and/or biological and/or radiological irritants contaminants or pollutants:
in respect of:
 - i. Property situated outside of Great Britain.
 - ii. Residential property in the name of a private individual.

Protector Insurance Contract Works Wording

CAR001 Version 1.0 Effective 12th March 2024

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company. We are a Prudential Regulation Authority and Financial Conduct Authority authorised third country branch of an EEA firm, FCA financial services register number: 602381. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Our UK registered office address is: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034. Protector delivers land based insurance to commercial and public sector clients and We distribute Our products through insurance brokers.