

Site Insurance Policy

Comprehensive Cover for
Self-Build, Renovation
or Conversion Projects



Site Insurance Policy CAT 2010 ROI V1(07/15)

Contacting Us

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

Useful telephone numbers:

1. Customer Services:

For All General Enquires

+44(0)345 230 9874

Opening hours are 9.00am to 5.00pm Mon-Fri

2. Claims Line:

+44(0)345 230 9874

Opening hours are 9.00am to 5.00 pm Mon-Fri

For all Claims outside the above hours please contact the **Insurers'** Representative:

Knowles Loss Adjusters:

Telephone **+44(0)20 7608 1334**

E-mail: sbzclaims@K-L-A.co.uk

Did you know that we also arrange

- **Structural Warranty**

Contents

	Page No.
Contacting us	2
Contents Page	3
Self-Build Zone Site Insurance Policy	4
Promise of Service and Complaints	5
Definitions	7
General Exclusions	10
General Conditions	11
Claims Conditions	13
Section 1 – Construction Works	
Cover	15
Extensions	15
Exclusions	17
Conditions	18
Section 2 - Liability	
Cover	19
Limit of Liability	19
Definitions	19
The Specification	21
Special Clauses	21
Extensions	22
Exclusions	23
Section 3 – Personal Accident	
Cover	26
Definitions	26
Exclusions	26
Conditions	26
Section 4 – Bone Fracture	
Cover	28
Definitions	28
Exclusions	28
Section 5 – Personal Possessions	
Cover	29
Exclusions	29

Self-Build Zone Site Insurance Policy

Here is your new Policy

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

- a) this Policy booklet which contains five Sections giving:
 - i) precise details of the cover being provided
 - ii) general Policy Definitions and Conditions
 - iii) information regarding what **you** need to do in the event of a loss and how Insurers settle claims.
- b) the Policy Schedule which shows who is the **Insured** and other particulars such as the Period of Insurance, the sums insured, the Limits of Liability and the premium **you** will pay.
- c) any Endorsements which might apply to the Policy or to individual Sections and which incorporate cover amendments and such like. Immediate notice should be given to the **Insurer** of any changes which may affect the insurance provided by this Policy.

Legal Expenses details are in a separate policy booklet.

This Policy is underwritten in accordance with the authorisation granted to Sennocke International Insurance Services Ltd by Catlin Insurance Company (UK) Ltd. under Binding Authority Number B0334SC334201644. Sennocke International Insurance Services Ltd is the Scheme Administrator.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Further details can be found on the Financial Services Register at www.fca.org.uk.

You should read the Policy booklet, Policy Schedule and any Endorsements to make sure that **you** have the cover that **you** require. If **you** need to make any amendments, please call +44(0)345 230 9874.

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



Managing Director
For and on behalf of
Sennocke International Insurance Services Ltd

Promise of Service and Complaints

Our Promise to You

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

What to do if You have a Complaint

If you have a complaint about your insurance or the handling of a claim you should in the first instance contact Sennocke International Insurance Services Limited through whom this insurance was arranged, on +44 (0)1732 742 102 or write to us at the address below, quoting your Policy number or claim reference.

Sennocke International Insurance Services Limited
6 Pembroke Road
Sevenoaks
Kent TN13 1XR
E-mail: customerservices@selfbuildzone.com

Sennocke International Insurance Services Limited is Authorised and Regulated by the Financial Services Authority.

If you are unable to resolve the situation you may refer the matter to:

Compliance Officer
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London, EC3V 0BG
Telephone Number: +44(0)207 626 0486
Email: Catlinukcomplaints@catlin.com

Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service at:

Financial Services Ombudsman
Lincoln House Lincoln Place Dublin 2
Ireland
Telephone Number: 1890 88 20 90 or +353 1 6620899 (calls from outside the Republic of Ireland)
Email: enquiries@financialombudsman.ie

Further details will be provided on request and at the appropriate stage of the complaints process.

Your Rights

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

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance Contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit You can get more information about compensation scheme arrangements from the FSCS.

The FSCS can be contacted at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone: +44(0)800 678 1100 or +44(0)20 7741 4100
E-mail: enquiries@fscs.org.uk

About this Insurance Contract

This Policy is a legal contract between **you** and the **Insurers**. The contract is based on the information **you** gave when **you** applied for the insurance, and any subsequent information which **you** have supplied.

The **Insurers** will provide cover for the sections of the Policy shown on the Policy Schedule for the Period of Insurance subject to the Conditions and Exclusions stated.

If **you** do not meet your part of the contract, the **Insurers** may have the right not to pay a claim or reduce the amount they pay for a claim.

Law and Jurisdiction applicable to the Policy

The parties to a contract of insurance are free to choose the law that will apply. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance will be English.

Cooling Off Period (Consumers)

If this Policy is not suitable **you** are entitled to cancel, but **you** must inform Self-Build Zone Limited (which is deemed as informing the **Insurer**) in writing within fourteen (14) days of:

- buying this insurance or
- the date **you** receive the insurance documentation.

Right to Cancel

After the expiry of any Cooling Off Period the **Insured** has the right to cancel this Policy by writing to Self-Build Zone Limited (which is deemed as informing the **Insurer**) stating what date such cancellation is to be effective from.

The **Insurer** may cancel this Policy if the **Insured** does not pay the premium should the **Insurers** do so they will give fourteen (14) days written notice.

The Policy Schedule

The schedule is part of this insurance and contains details of **you**, the **Contract**, the sums insured, the period of insurance and the Sections which apply.

The Policy

The Policy is evidence of your contract of insurance with the **Insurer** and includes the Policy document, the Policy Schedule and any endorsements attached or issued with it.

Endorsement

A variation in the terms and Conditions (or change of details) of the Policy.

Period of Insurance

The period beginning with the Effective Date shown in the Policy Schedule and ending with the Expiry Date and any other period for which the **Insurer** has accepted your premium.

Definitions

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

Wherever the following words appear in **bold** in this insurance they will have the following meanings:

Insured/You

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

Insurer

Shall mean Catlin Insurance Company (UK) Ltd.

Bodily Injury (only applicable to Section Three – Personal Accident and Section Four – Broken Bones)

Shall mean an injury which is caused by accidental means and which within twenty four (24) months from the date of the accident results in the **Insured Person's** Death, Loss of Eye, Loss of Limb or Permanent Total Disablement

Completion

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

Contract

Shall mean the erection of or alteration or extension or conversion to property or properties at the address specified in the Schedule.

Damage (only applicable to Section One – Construction Works and Section Five – Personal Possessions)

Shall mean physical loss of or physical damage to or destruction of the Property Insured.

Direct Transit

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

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

Estimated Professional Reinstatement Cost

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

Existing Structure

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

Free Materials

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

High Radioactivity Zone

Shall mean for nuclear power stations and reactors the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof the fuel elements the

control rods and the irradiated fuel store and for non-reactor nuclear installations any area where the level of radioactivity requires the provision of a biological shield.

Hazardous Pursuit or Pastime (only applicable to Section Three – Personal Accident and Section Four – Bone Fracture)

Shall mean abseiling, caving, crewing of tall ships, diving, flying (piloting private or small aircraft, hand gliding or helicopters), motor cycling (as a driver or passenger), mountaineering, parachuting, pot-holing, quad biking, racing of any kind (other than on foot), rock or cliff climbing, white or black water rafting or canoeing or any sports as a professional.

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

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

Immediate Family Member (only applicable to Section Three – Personal Accident and Section Four – Bone Fracture)

Shall mean the spouse, civil partner, common law partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half brother, half sister or any adopted or fostered children of the **Insured** who live with the **Insured**.

Offshore

Shall mean any visit to or work on any offshore rig installation or platform. Offshore shall commence at the time of embarkation onto a conveyance at the point of final departure to an offshore rig installation or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore installation rig or platform.

Proposal

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

Supervising Construction Consultant

Shall mean a Person or Persons with the following United Kingdom qualifications:

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

Territorial Limits

Shall mean Republic of Ireland, England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands

Terrorism

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

Unattended Vehicle

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

Winter Sports (only applicable to Section Three – Personal Accident and Section Four – Bone Fracture)

Shall mean any type of blading, boarding, glacier walking, ice hockey, karting, sleighing, sledding, sledging, skating, skiing, tobogganing, tubing, winter walking using snow shoes or crampons & ice picks or any winter sports as a professional.

Works

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

General Exclusions

The **Insurer** shall not cover:

1 Biological or Chemical Materials

Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Terrorism

Any damage or loss resulting from damage occasioned by or happening through or in consequence directly or indirectly of: -

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

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

3 War

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

4 Radioactivity

Any loss of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5 Sonic Bangs

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

6 Offshore Activities

Any loss, damage or indemnity caused or occurring offshore.

7 Existing or Deliberate Damage

Any loss or damage caused:

- before the start of the Insurance
- deliberately by the **Insured**
- deliberately by any **immediate family member**
- deliberately by any contractor.

8 Additional Exclusions

Any loss or damage caused by or due to:

- confiscation detention retention or seizure by customs or under the order of any government, public or local authority
- wear and tear, action of vermin or insects, depreciation, atmospheric or climatic conditions or gradual deterioration
- mechanical or electrical failure, breakdown or burn out
- any process of cleaning, washing or restoring, repairing or alteration.

General Conditions

1 Identification

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

2 Observance of Conditions

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

3 Reasonable Care

The **Insured** shall at their own expense take all reasonable care:

- a) to prevent, or if unable to prevent to minimise any event which may give rise to a claim under this Policy
- b) to ensure the site of the **Contract** and the plant are maintained in safe and proper order and repair
- c) in the selection and supervision of all contractors or other persons who may be involved in the **Contract**
- d) to comply with all statutory and other obligations and regulations imposed by any authority
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

4 Alteration of Risk

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

The **Insured** is required to notify the **Insurer** as soon as reasonably practicable of all material facts or alterations in the risk which come to their knowledge or arise during the currency of this Policy and the **Insurer** reserve the right to amend the terms and conditions of the Policy.

5 Adjustment

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

6 Suspension of Cover

The **Insurer** may at any reasonable time inspect the Site of the **Contract** and in the event of any defect or danger being apparent the **Insurer** may give written notice to the **Insured** when all liability of the **Insurer** arising from such defect or danger shall be suspended within a specified period of time, usually seven (7) days. If action is not taken to rectify such defect or danger the **Insurer** at their option may invoke their right to cancel this Policy.

7 Reinstatement of Sum Insured

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

8 Abandonment

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

9 Contribution

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

- a) a valid claim can be made under any other insurance, warranty, guarantee or Contractual undertaking in respect of that event, or
- b) the **Insured** is entitled to claim any statutory compensation or damages, indemnity under this Policy is limited to any loss not covered in (a) or (b) above and shall not be called into contribution.

9 Premium Payment

No Policy will be in force unless the premium has been paid in cleared funds to Sennocke International Insurance Services Limited.

10 Cancellation

The **Insured** can cancel this Policy giving fourteen (14) days notice in writing to the **Insurer**. The **Insured** may be entitled to a refund of a proportionate part of the premium as long as the **Insured** has not made a claim.

The **Insurer** can cancel this Policy by giving fourteen (14) days written notice to the last known address of the **Insured**. In the event of cancellation, the **Insurer** will refund the premium paid for the rest of the Period of Insurance as long as the **Insured** has not made a claim.

Claims Conditions

TELEPHONE NUMBER: +44(0)345 230 9874 (9am – 5pm Monday to Friday)
24 hour and weekend emergency contact +44(0)20 7608 1334

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell us, the better. In some cases, there are other people **you** should contact first.

1 Notice of Claims

- a) In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insured** shall as soon as possible give notice thereof by telephone or email to Self-Build Zone and provide full details and as far as practicable there shall not be any alteration or repair until the **Insurer** shall have had an opportunity of inspecting. Every claim notice, letter or writ process or other document served on the **Insured** shall be forwarded to Self-Build Zone and/or the **Insurer** immediately on receipt. Notice in writing shall also be given immediately to the **Insurer** by the **Insured** of any impending prosecution inquest or fatal inquiry in connection with any such event
- b) In the case of theft, loss or wilful damage to the Insured Property the **Insured** shall give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering such Insured Property
- c) In the event of someone is holding **you**, or any other person who may be entitled to claim under this policy responsible for an injury, or damage to their property, tell us immediately
- d) In no case shall the **Insurer** be liable for any loss of or damage to the Insured Property not notified to the **Insurer** within three (3) calendar months after the event.

2 Admission of Liability

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

3 Diminution of Loss or Damage

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

4 Control of Claims

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

- 5 Waiver of Subrogation Rights**
Where the **Contract** or **Works** are undertaken in accordance with any of the Joint Contracts Tribunal Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions or the Royal Institute of the Architects of Ireland (RIAI) or the Institute of Engineers of Ireland and/or Engineers Ireland (IEI) or the equivalent thereof it is agreed that in respect of loss or damage caused by any of the Specified Perils (as defined in such JCT or RIAI or IEI Standard Forms of Building Contract) to the **Works** executed and unfixed materials and goods placed on or to the **Works** and intended for incorporation therein the **Insurer** will not pursue any rights of subrogation against any nominated sub-contractor.
- 6 Insurer's Rights to methods of Settlement**
The **Insurer** may at their option repair reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The **Insurer** shall not be responsible for the cost of any alterations, additions, improvements, betterment or overhauls carried out on the occasion of a repair.
- 7 Other Insurances**
If the **Insured** claim under this Policy for something which is also covered by any other policy of indemnity or insurance, the **Insurer** will only pay their proportionate share of the claim. The **Insured** shall give the **Insurer** full details of such other insurance if so requested by the Insurer.
This condition does not apply to the Contingent Motor Liability cover.
- 8 Discharge of Liability**
The **Insurer** may pay to the **Insured** the maximum sum payable under this Policy in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the **Insurer** shall not be under any further liability in respect of that occurrence except for the payment of Costs and Expenses of litigation incurred prior to such payment.
- 9 Fraud**
If any claim shall be in any respect fraudulent, or if fraudulent means or devices are used by the **Insured** or anyone acting on their behalf to obtain benefit under this Policy, all benefit hereunder will be forfeited.
- 10 Recoveries**
The **Insurer** is entitled to control and settle any claim and to take proceedings at their cost but in the name of the **Insured** to secure compensation from any third party in respect of anything covered by this Policy.

Section 1 - Construction Works

Cover

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

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

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

Extensions

This Section extends to include:

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

6 Public Authorities Clause

Additional Costs incurred following **damage** to the Insured Property under Item 1 of the Policy Schedule, the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas/Parliament or with Bye-Laws of any County, City, Borough or Town Council but excluding:

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

Subject to a maximum indemnity of €10,000.00 in respect of any one claim.

7 Hire Charges Liability

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

Provided that:

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

8 Additional Costs and Expenses

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

9 Immobilised Plant

In the event of constructional plant and/or equipment becoming unintentionally immobilised the necessarily incurred cost of recovery and/or withdrawal provided that such recovery or withdrawal is not necessitated solely by electrical or mechanical breakdown or derangement.

Section 1- Construction Works

Exclusions

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

- 1 Properties Completed, taken into Use and Contract Maintenance Period**
Damage to any part of the **Works**:
 - a) after such part has been completed and delivered up to the Owner, Tenant or Occupier, or
 - b) after such part has been taken into full use by the Owner, Tenant or Occupier and for which a Certificate of Completion has been issued.

- 2 Existing Property**
Damage to existing property unless the Professional Reinstatement Cost of such property is included in the Policy Schedule.

- 3 Money**
Damage to Money, Deeds, Bonds, Bills of Exchange, Promissory Notes, Cash, Bank Notes, Cheques, Securities or Stamps.

- 4 Licensed Road Vehicles**
Damage to any mechanically propelled vehicle, including any trailer attached thereto, licensed for road use and for which a Certificate of Motor Insurance is required - other than a vehicle used solely as a tool of trade on the Site of the **Contact**.

- 5 Mechanical Failure**
Damage to construction plant due to its own mechanical failure.

- 6 Waterborne Vessels and Aircraft**
Damage to:
 - a) any vessel or craft made or intended to float on or in or travel on or through water or air
 - b) Plant, Tools, Equipment or other things in or on any vessel or craft except whilst in transit by inland waterway.

- 7 Conditions of Contract**
Damage to Property for which the **Insured** is relieved of responsibility by any Conditions of Contract.

- 8 Defective Property**
Damage to and the Costs necessary to replace, repair or rectify the Insured Property:
 - a) which is in a defective condition due to a defect in design plan, specification, materials or workmanship of such Insured Property or any part thereof
 - b) which is necessary to enable the replacement, repair or rectification of Insured Property excluded by 8(a) above. Exclusion 8(a) above shall not apply to other Insured Property, which is free of the defective condition and is damaged as a consequence thereof.

For the purposes of this Exclusion the Insured Property shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Insured Property or any part thereof.

- 9 Normal Upkeep or Making Good**
The cost of normal upkeep or making good.

- 10 Pollution or Contamination**
Damage caused by pollution or contamination other than that of or to the Insured Property.

- 11 Wear and Tear Confiscation**
Damage due to:
a) wear and tear, rust, mildew or other gradual deterioration
b) confiscation, nationalisation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- 12 Inventory Loss**
Loss of Insured Property by disappearance or shortage which is only revealed when an inventory is made and/or is not traceable to an event.
- 13 Fines & Penalties**
Fines and/or Penalties under contract for delay, non-completion or **Damage** of any kind or description.
- 14 Loss of Income or Use**
Loss of income or use.

Conditions

The following Conditions apply to this Section

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

Section 2 – Liability

Cover

The **Insurer** agrees, subject to the terms, Limitation, Exclusions and Conditions, to indemnify the **Insured** up to the Limit of Indemnity for all sums the **Insured** shall become legally liable to pay as Compensation including Claimants Costs recoverable from the **Insured** and Costs and Expenses in respect of an Occurrence to which this Section applies as stated in the Specification occurring within the **Territorial Limits** during the Period of Insurance and happening in the course of the **Contract**.

Additional Persons Insured

At the **Insured's** request the **Insurer** will extend indemnity to include:

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

Limit of Liability

Any One Occurrence (Applicable to Occurrence 1 – Employers' Liability)

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

Any One Occurrence (Applicable to Occurrence 2 – Public Liability)

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

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

Any One Period (Applicable to Occurrence 3 - Products Liability)

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

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

Definitions

In respect of this Section the following Definitions apply:

Compensation Legal Costs Solicitors Fees

Shall mean:

- a) Monetary Compensation awarded in civil proceedings from an action brought against the **Insured** in a court of law within the **Territorial Limits** but excluding punitive aggravated and exemplary damages
- b) All Costs and Expenses of litigation incurred with the written consent of the **Insurer** in respect of a claim against the **Insured** to which the indemnity expressed in this Section applies

- c) The payment of the solicitors fee incurred with the written consent of the **Insurer** for representation of the **Insured** at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any Occurrence which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Occurrence
- d) **Legal Costs** and other expenses incurred with the written consent of the **Insurer** and costs of the prosecution awarded against the **Insured** arising out of any prosecution of the **Insured** including an appeal against conviction for a breach or alleged breach during the Period of Insurance of the Safety, Health and Welfare at Work Act 2005, the Health and Safety at Work (Northern Ireland) Order 1978 or the Health and Safety at Work Act 1974 or any re-enactment of or amendment to them but the **Insurer** shall not be liable for any fines or penalties imposed if occurrence 1 is not Insured by this Section. If occurrence 1 is not Insured by this Section the **Insurer** will not indemnify the **Insured** against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person working for the **Insured** and arising out of and in the course of their employment by the **Insured**.

Injury

Shall mean bodily injury, illness, disease or nervous shock.

Legal Costs

Shall mean Legal Fees and Costs reasonably and properly incurred by the solicitor, with the **Insurer's** prior written authority including Costs incurred by another party for which the **Insured** is made liable by Court Order, or may pay with the **Insurer's** consent in pursuit of a civil claim within the **Territorial Limits** arising from a Covered Occurrence.

Persons Working for the Insured

Shall mean any person who is a:

- a) labour master and/or persons supplied by them
- b) labour only sub-contractor and/or persons employed by labour only sub-contractors
- c) self-employed person
- d) driver and/or operator of plant hired to the **Insured**
- e) person engaged in connection with work experience or training
- f) person hired lent or borrowed by the **Insured**
- g) voluntary workers working for the **Insured**

while working for the **Insured** in connection with the **Contract** shall be deemed to be employed by the **Insured** under a Contract of Service or Apprenticeship.

Section 2 – Liability

The Specification

Occurrences

Occurrence 1 – Employers' Liability

Injury caused during the **Period of Insurance** to any person under a Contract of Service or Apprenticeship with the **Insured** if such **Injury** arises out of and in the course of their employment by the **Insured** in connection with the **Contract**.

Rights of Recovery

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

Occurrence 2 – Public Liability

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

Occurrence 3 - Products Liability

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

Special Clauses

Effective Dates of Endorsements

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

Section 2 – Liability

Extensions

This Section extends to include:

Extensions applicable to Occurrence 2 only

Rented Premises

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

- a) liability assumed by the **Insured** by agreement which would not have attached in the absence of such agreement
- b) the first €250.00 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion.

Employees and Visitors Personal Effects

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

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

Overseas Personal Liability

The **Insurer** will provide indemnity to the **Insured** and if the **Insured** so requests any partner director or employee, of the **Insured** against Legal Liability incurred in a personal capacity while temporarily outside the **Territorial Limits** in connection with the business.

The indemnity will not apply:

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

Deliberate Acts

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

Data Protection Act

In respect of liability arising under the Data Protection Act 1988 and Data Protection Act 2003 Occurrence 2 shall apply as though damage and/or distress were bodily injury even if such damage or distress arises from the loss or destruction of data in the charge of or under the control of the **Insured** or any servant of the **Insured**. The indemnity shall also apply in respect of damage or distress suffered by any person under a Contract of service or apprenticeship with the **Insured**. Provided that

- a)
 - i) the process of registration under the Data Protection Act has not been refused or withdrawn
 - ii) the liability does not arise from the provision by the **Insured** of the services of a computer bureau
- b) the **Insurer** shall not be liable in respect of:
 - i) the recording or provision of data for reward or for determining the financial status of a person
 - ii) damage or distress which results from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission

- c) The total liability of the **Insurer** (including all cost and expenses) in respect of all such damages or distress happening during any one Period of Insurance shall not exceed the sum of €1,000,000.00.

Extensions applicable to Occurrence 3 only

Contractual Liability (Products)

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

Extensions applicable to Occurrence 1, 2 & 3

Cross Liabilities

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

Contractual Liability

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

- a) Liquidated damages or damages imposed by or payable under any Penalty Clause
- b) any Contract for or including the performance of work outside the **Territorial Limits**.

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with an Occurrence in respect of which the **Insured** is entitled to indemnity under this insurance the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- | | |
|------------------------------------|------|
| a) the Insured | €250 |
| b) Persons Working for the Insured | €100 |

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

This Section shall include:

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

Exclusions

The following Exclusions apply to this Section

Exclusions to Occurrence 1

Terrorism

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

Motor Vehicles

This Section shall not apply to liability in respect of **Injury** sustained by any Persons Working for the Insured when they are:

- a) carried in or upon a vehicle, or

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

Exclusions to Occurrence 2 & 3

Asbestos

This Section does not apply to or include legal liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Animals and Livestock

This Section does not apply to or include legal liability for any loss or damage caused by or attributable to Animals or Livestock owned by the **Insured** or for which the **Insured** is deemed responsible.

Terrorism

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

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

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

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

Vessels and Craft

This Section shall not apply to liability in respect of:

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

Damage to Goods Supplied

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

Vehicles and Contingent Liability

This Section shall not apply to liability in respect of:

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

Pollution

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

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

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

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

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

Property in the charge of the Insured

The exclusion of property in the charge of or under the control of the **Insured** or any servant of the **Insured** shall not apply to property whilst at the **Works** but this clause shall not apply to:

- a) Property Lent, Leased, Rented or Hired to the **Insured** or any servant of the **Insured**
- b) any part of the Property comprising of the **Works** as defined in respect of any **Contract** undertaken by the **Insured**

Deliberate Acts

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

Exclusions to Occurrence 1, 2 & 3

Piling and Explosives

This Section shall not apply to work of piling or the use of explosives unless specifically carried out by a bona fide contractor under a standard form of Contract.

Section 3 – Personal Accident Cover

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

Definitions

In respect of this Section the following Definitions apply:

Construction Phase

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

Loss of Eye

Shall mean total and irrecoverable Loss of sight which shall be considered as having occurred if on the authority of a fully qualified ophthalmic specialist the degree of sight in an eye remaining after correction is 3/60 or less on the Snellen Scale

Loss of Limb

Shall mean Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrevocable loss of use of foot, hand, arm or leg

Permanent Total Disablement

Shall mean disablement, caused other than by Loss of Limb or Eye, which has lasted for at least twelve (12) months and will in all probability entirely prevent the **Insured Person** from engaging in their usual occupation for the remainder of their life

Exclusions

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

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

Conditions

The following Conditions apply to this Section

Disappearance

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

Exposure

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

Aggregate Limit of Liability

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

Section 4 – Bone Fracture

Cover

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

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

Definitions

In respect of this Section the following Definitions apply:

Bone Fracture

Shall mean a break in a bone

Exclusions

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

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

Section 5 – Personal Possessions

Cover

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

Exclusions

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

- 1 Theft from an **Unattended Vehicle** other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed €1,000.00.
- 2 **Damage** caused by wear and tear, depreciation, the process of cleaning, washing, repairing or restoring any article, the action of light or atmospheric conditions, moth, vermin or any gradually operating cause.
- 3 **Damage** to Sports, Camping or Riding equipment.
- 4 **Damage** to Contact and Corneal Cap or Micro Lenses or Hearing Aids.
- 5 **Damage** to Securities.
- 6 Furniture, Furnishings, Household Goods, Equipment and Stores, Business Goods and Equipment.
- 7 Any motorcycle or other mechanically or electrically propelled vehicle (other than motorised domestic gardening equipment, mobility scooters and wheel chairs) aircraft, watercraft, sailboard, surfboard, caravans, trailers, cycles and parts and accessories of any of these.
- 8 Any living creature.
- 9 Confiscation or Detention by Customs or other Officials.
- 10 Electrical or Mechanical Breakdown.
- 11 Any reduction or loss in value of the item insured following repair or replacement paid under this Policy
- 12 Any **Damage** to items held by the **Insured** for Business or Professional use.
- 13 Any **Damage** recoverable under any other insurance policy.
- 14 Money, Credit, Debit, Bank or Cash Cards held by the **Insured** for Business or Professional use.
- 15 Personal Money, Credit, Debit, Bank or Cash Cards all held for social domestic or charitable purposes for:
 - a) Shortages due to error or omission
 - b) Losses not reported to the Police
 - c) Losses of Credit, Debit, Bank or Cash Cards not reported to the card issuing company within twenty-four (24) hours of discovery.



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