

Contract Works Insurance Policy Wording

This insurance is arranged and administered by Suited and underwritten by the **Insurer**, Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Suited is a trading name of Suited Insure Ltd, registered in England and Wales under company number 13736179. Suited Insure Ltd. is an Appointed Representative of Innovative Risk Labs Ltd., which is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155.

OUR AGREEMENT WITH YOU

Thank **You** for choosing an Admiral Business insurance **Policy**.

In return for **You** paying the appropriate **Premium** and complying with the terms and conditions of the **Policy**, **We** agree to cover **You** in accordance with the terms of the **Policy**.

ABOUT YOUR POLICY DOCUMENTS

Your Policy is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and **us**.
2. A '**Policy Schedule**' which is where **You** will find the active **Sections** of the **Policy** that **You** have purchased along with the limits of **Our** cover and any **Excess** or **Endorsements** that detail changes to the standard terms of the **Policy** that are specific to **Your** cover.

3. A '**Policy**' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and **Excess**.
4. 'Statement of Fact' (within the **Policy Schedule**)

These documents (whether physical or electronic) form the contract between **You** and **Us**. Please keep them in a safe place.

ABOUT YOUR POLICY

1. This **Policy** provides **You** with **Contract Works** insurance cover on a monthly basis in accordance with the terms and conditions below.
2. **Your** cover under this **Policy** will commence on the **Start Date**. Provided that **You** continue to pay the **Premium**, the **Policy** will continue to provide cover on a monthly basis, unless **You** cancel the **Policy** or ask **Us** to cancel the **Policy** on **Your** behalf.
3. When **You** first arrange cover with **Us**, **You** will pay the first **Premium** on the **day** cover is arranged which may be earlier than the **Start Date**. Where **You** are issued a new **Policy** after **Your** cover needs change **You** will pay the first **Premium** on the **Start Date**. In both cases **You** will after that first payment pay **Premium** on each following **Due Date**. The **Premium** is non-refundable, except as more fully provided in the terms and conditions of this **Policy**.
4. **You** can cancel **Your Policy** at any time and **You** will continue to have cover under the **Policy** (in accordance with its terms and conditions) until the end of the month for which **You** have paid the **Premium** except where **We** issue a new **Policy** upon cancellation.

DATA PROTECTION STATEMENT

To view **Our** data protection policy, please click on the following link: [Privacy and Security Policy - Admiral](#)

IMPORTANT NOTES

Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- check **Your** personal data against counter fraud systems.
- use **Your** information to search against various publicly available and third-party resources.
- use industry fraud tools including undertaking credit searches and to review **Your** claims history.
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **You** provide false or inaccurate information and fraud is identified, the matter will be investigated, and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, **We** may register **You** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to **Claims** or potential **Claims** to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases. **We** and other insurers may search these databases when **You** apply for insurance, when **Claims** or potential **Claims** are notified to **Us** or at time of **Policy** review to validate **Your Claims** history or that of any other person likely to be involved in the **Policy** or **Claims**. This helps to check information provided and prevent fraudulent **Claims**.

DEFINITIONS

Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;
2. Fibres or particles of any material in 1. above; or

Any material containing anything in 1. or 2. above.

Business

The insured activities as shown in the **Schedule**.

Contract Site

Contract Site means the third-party premises where **You** are undertaking **Your Business**.

Contract Works

All works that have been completed or are to be completed by **You** or on **Your** behalf, up until sign off by the client, including any::

1. **Materials** incorporated or intended to be incorporated into the **Works**; and
2. Temporary buildings used or intended to be used, during the period **You** are responsible under any contractual condition.

Circumstance

Circumstance means an incident, fact, or act that is likely to give rise to a **Claim**.

Claim

Claim means: The receipt by **You** of any written or verbal notice of demand for compensation made by a third party against **You**; or

Any written statement of **Claim**, **Claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **Claim**, counter **Claim** or third-party notice served upon **You**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **You**.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller including any system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility

Cyber Act

An unauthorised, criminal, or malicious act or series of related unauthorised, criminal or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any **Computer System**.

Cyber Incident

Cyber Incident means:

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or **Data**.
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any **Computer System** or **Data**.

Cyber Loss

Any loss, damage, liability, **Claim**, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Damage/Damaged

Physical loss, theft, **Damage** or destruction.

Documents

Documents means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **Documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **Data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

Due Date

The date on which the **Premium** is due and charged for the **Policy** each month, which after the **Start Date** shall be the same date each subsequent calendar month as the **Start Date** or if there is no date in the relevant subsequent calendar month corresponding to the **Start Date**, the last day of such calendar month.

Employee

'Employee' means anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with **You**;
2. Hired to or borrowed by **You**;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;
5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the **Business**.

Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

Excess

Excess means the amount **You** must pay towards any **Claim** under this **Policy** as specified in the **Schedule**.

Insurer/We/Our/Us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Limit of Cover

The amount shown as the 'sum insured' in the **Schedule**, which is the most **We** will pay for the corresponding **Claim**.

Materials

Stock, merchandise or provisions owned by **You** and used in connection with **Your Business**.

Period of Insurance

The period of time for which this **Policy** provides cover, commencing on the **Start Date** and continuing for as long as cover is extended on a monthly basis and until the last day of the period for which **You** have paid the **Premium**.

Policy

Policy means this document, the **Schedule** (including any **Schedule** issued in substitution) and any **Endorsements** attaching to this document or the **Schedule**.

Premises

Permanent **Premises** where **You** run **Your Business** from.

Premium

The monthly amount **You** pay for cover as specified in the **Schedule**

Principal

Any person, firm or company **You** have entered into a contract or agreement with to do work for, or to provide services for, in connection with **Your Business**.

Hired In Plant

Hired In Plant means constructional plant and equipment which **You** have hired under a written agreement in connection with **Your Business**.

Own Plant

Own Plant means constructional plant and equipment which **You** have purchased in **Your** name and use in connection with **Your Business**.

Schedule

Schedule means the document titled **Schedule** that includes **Your** name and address, details of the **Premium** and other variables to this policy (including **Endorsement** clauses) and is incorporated in this policy that **You** have accepted. The **Schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

Section

Section means any part of this **Policy** numbered and described as a **Section**.

Start Date

The date and where applicable time stated in the **Schedule** upon which **Your** cover begins following **Your** acceptance of **Our** terms and conditions and payment of the **Premium**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including travel between any of these unless it is agreed otherwise and specified in the **Schedule**

Terrorism

1. For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.
2. For Northern Ireland, an act including but not limited to the actual or threatened use of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or put the public or any section of the public in fear.
3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de fact.

United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

You/Your

The person or entity shown on the **Schedule** as 'The insured'.

Virus or Similar Mechanism

Virus or Similar Mechanism means a computer program, 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.

War

War means **War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil **War**, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.

WHAT WE COVER

CONTRACT WORKS

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this **Section** against **Damage** to **Contract Works** occurring in the **Territorial Limits** and during the **Period of Insurance**.

CONTRACT WORKS LIMIT OF COVER

Our liability to **You** in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the **Limit of Cover** as specified in the **Schedule**.

ADDITIONAL COVER

DEBRIS REMOVAL

This **Section** includes costs and expenses necessarily and reasonably incurred by **You** with the prior consent of **Us** in respect of debris removal. **We** shall not cover any **Claim** in excess of 10% of the **Contract Works Limit of Cover**.

DEFECTS LIABILITY PERIOD

We will cover **You**:

- i. for **Damage** to any permanent works comprising the **Contracts Works** occurring during any maintenance or defects liability period not exceeding 12 months duration but only in respect of **Damage** for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance or defects liability period;
- ii. for **Damage** to the **Contracts Works** occurring during such maintenance or defects liability period and arising from or in connection with work actually undertaken by **You** during such maintenance or defects liability period, solely in connection with **Your** contractual obligations to remedy a defect or complete any snagging list.

PLANS

The **Contracts Works** shall be deemed to include plans, specifications and other documentation necessary for the execution of the contract but cover under this clause for **Damage** to such plans, specifications and documentation shall be limited to the cost of reproducing such plans, specifications and documentation and shall not exceed £50,000.

PROFESSIONAL FEES

This **Section** includes professional fees necessarily and reasonably incurred with **Our** consent in the reinstatement of the **Damage**.

Provided that:

- i. such professional fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the **Damage**;
- ii. **We** shall not provide indemnity against any fees incurred in preparing or pursuing any **Claim**.

EUROPEAN UNION AND PUBLIC AUTHORITIES

We will cover **You** for such additional costs of reinstatement of **Damaged Contracts Works** as may be incurred with **Our** consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority first imposed upon **You** following **Damage**, provided that the reinstatement is completed within 12 months of the **Occurrence** of the **Damage** or within such further time as **We** may in writing allow.

Provided that **We** shall not be liable in respect of costs for:

- i. Requirements relating to any undamaged part of the **Contracts Works** other than foundations (unless foundations are specifically excluded from this Insurance).
- ii. Any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to above.
- iii. **Our** liability shall not exceed 10% of the **Contract Work's** Value.

EXPEDITING EXPENSES

In the event of **Damage** to the **Contract Works, Own Plant** or **Hired In Plant**, the cost of repair, reinstatement or replacement of the **Contract Works** admitted under this **Section** shall, subject to **Our** consent, include the additional costs of overtime, weekend shift working, plant hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such **Damage** (but excluding any such costs solely to expedite the completion of any **Contract Works** not **Damaged**) provided that **Our** liability shall not exceed 25% of the **Contract Works Limit of Cover**.

ADDITIONAL INTEREST

This **Policy** duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the **Contracts Works**.

SUBROGATION WAIVER

Where **You** are awarded a contract under the Joint Contracts Tribunal Standard Form of Building Contract 1998 (or the equivalent thereof) the understated agreement applies to the **Contracts Works** and to the extent required by the contract. In respect of **Damage** to the **Contracts 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 a sub-contract **We** will not pursue any right of in the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of substantial completion or until the expiry of the **Period of Insurance** whichever shall occur first.

SPECULATIVE HOUSING AND SHOW PROPERTIES

In the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of substantial completion or until the expiry of the **Period of Insurance** whichever shall occur first.

FIRE BRIGADE CHARGES

The cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of **Damage** for which **We** have admitted liability.

Provided that **Our** liability shall not exceed £10,000

OFFSITE STORAGE

Damage to **Contracts Works** while in store at any location in the **United Kingdom** other than the **Contract Site** for a period not exceeding six months.

Provided that:

- i. the **Contracts Works** are ready for delivery to the **Contract Site**, allocation to an insured contract can be proved and;
- ii. the value of the **Contracts Works** in store at any one location shall not exceed the lesser of:
 - a. 25% of the **Contract Works** Value; or
 - b. £250,000 unless **Our** prior consent has been obtained.

JOINT NAMES OR MULTIPLE INSURED

Indemnity to any party that is required under the terms of the contract to be a joint named insured to this **Policy**.

If there is more than one insured party each operating as a separate and distinct entity, then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- i. **Our** total liability to all of **Your** parties collectively shall not exceed the **Limit of Cover** under the **Policy**.
- ii. Any payment or payments by **Us** to any one or more insured party shall reduce to the extent of that payment liability to all parties arising from any one event giving rise to a **Claim** under this **Policy**.
- iii. **Your** parties shall at all times preserve any available contractual rights, agreements and remedies in the event of **Damage**.
- iv. The contract is performed in the agreed **Territorial Limits**. It is however agreed that:
 - a. A voiding act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a voiding act.
 - b. **We** agree to waive all rights of subrogation which they may have or acquire.

- c. Any lenders to the project shall not be entitled to any indemnity under this **Policy** for **Damage** in respect of which **We** are by reason of avoiding act no longer liable to indemnify any one or more other insured party.

PAYMENTS ON ACCOUNT

Payment as agreed between **You** and **Us** in advance of final settlement of a **Claim** under this **Policy** where **We** have admitted liability.

AVOIDANCE OF IMPENDING DAMAGE

The cost incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending **Damage** which would have resulted in a **Claim** under this **Section**.

- i. The impending **Damage** did not arise from any defect in the **Contract Works**.
- ii. The impending **Damage** did not arise from a reasonably foreseeable cause.
- iii. The **Damage** would have been the natural outcome to be expected in the absence of the measures taken.
- iv. **We** are satisfied that **Damage** which would have been insured under this **Policy** has been avoided or reduced in consequence of the measures taken.
- v. **Our Limit of Cover** shall not exceed the cost which would have been incurred had the measures not been taken and **Damage** insured by this **Policy** had occurred.

ADDITIONAL COST (SUPPLEMENTARY EXPENSES)

Necessary and reasonable cost incurred by **You** following **Damage** to temporary buildings in electing a temporary repair or expediting a permanent repair.

Provided that:

- i. **Our** agreement has been obtained; and
- ii. **Our** cover shall not exceed £10,000.

DAMAGE TO SECURITY DEVICES

The cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the **Contract Site** following loss or **Damage** due to theft or attempted theft for which **We** have admitted liability.

Provided that:

- i. **Our** liability shall not exceed £1,000; and
- ii. No **Excess** shall apply to this extension.

LOSS OF KEYS

The cost incurred in replacing the lock cylinder of any security device permanently fitted to **Contract Site** following **Damage** to the keys operating the security device.

Provided that:

- iii. **Our** liability shall not exceed £1,000; and
- iv. No **Excess** shall apply to this extension.

WHAT WE DO NOT COVER

We will not cover **You** in respect of:

ASBESTOS

Directly or indirectly due to **Asbestos**.

CONSEQUENTIAL LOSS

- a. Consequential loss, loss of use, liquidated damages, penalties for delay or non-completion.
- b. **Damage** occurring on any **Contract Site** where **Contract Works** have ceased for a continuous excess of 90 consecutive days.

AIRCRAFT AND WATERCRAFT

Damage to:

- a. Aircraft, aero spatial devices or hovercrafts
- b. Waterborne craft other than safety boats or other craft up to 4 metres in length on or about the **Contract Site**.

DEFECTIVE DESIGN

Damage to or the cost necessary to replace, repair or rectify:

- a. **Contract Site** which is in a defective condition due to a defect in design, plan, specification, **Materials** or workmanship of such **Contract Site** or any part thereof.
- b. **Contract Site Damaged** to enable the replacement, repair or rectification of **Contract Site** other than matters excluded by exclusion a. above.

Exclusion a. above shall not apply to other **Contract Site** which is free of the defective condition but is **Damaged** in consequence thereof.

For the purposes of this **Section** and not merely this exclusion the **Contract Site** shall not be regarded **Damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **Contract Site** or any part thereof.

BREAKDOWN, WEAR AND TEAR

The cost of making good:

- a. mechanical or electrical breakdown or derangement;
- b. wear, tear, rust or other gradual deterioration.

But this exclusion shall be limited to the parts immediately affected and shall not apply to **Damage** arising in consequence thereof.

STOCK IN TRADE AND MONEY

Damage to **Materials** whilst at **Your Premises** unless specifically designated for use in the **Contracts Works**.

TAKEN INTO USE

Damage to the **Contracts Works** after being taken into use by any **Principal** with **Your** consent or any **Employee** of **Yours** other than:

- a. during testing and commissioning when applicable.
- b. during the period of 14 days from the date of handover or the date of certified completion where so required by the terms of the contract.
- c. where **You** have engaged sub-contractors the reference in b. above to a policy of completion does not include any policy of completion issued in respect of sub-**Contract Works** for the purpose of transferring responsibility for such works to **You**.

SHORTAGES

Any loss of **Contract Works** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to a **Circumstance**.

EXISTING STRUCTURES

Damage to any structure or part thereof (including contents thereof) existing at the time of the commencement of the **Contracts Works**.

NUCLEAR MATERIAL/DECOMMISSIONING

Damage to:

- a. nuclear material.
- b. any works including decommissioning in or of any building, plant, equipment or other property which has been used or is designated to be.

RELIEVED OF RESPONSIBILITY

Damage for which **You** are relieved of responsibility under the terms of any contract.

MATERIALS PROCESSED OR FOREIGN BODIES

Damage caused by **Materials** processed or treated by **You** or foreign bodies entering the **Contract Site** or **Contract Works** with the **Materials**.

SCRATCHING

The scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not **Damage** insured by this **Policy** resulting from such **Occurrence** unless otherwise excluded.

COMMOTION IN NORTHERN IRELAND

Directly or indirectly due to civil commotion in Northern Ireland.

SONIC BANGS

Directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

IRRADIATION OR CONTAMINATION BY NUCLEAR MATERIAL

Directly or indirectly due to:

- a. Ionising radiation or contamination by radioactivity from any:
 - i. Nuclear fuel or from the combustion of nuclear fuel; or
 - ii. Nuclear waste; or
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

PRIOR CIRCUMSTANCES

Circumstances that have been, or should have been, notified under any other insurance in place before the **Start Date** of the **Period of Insurance**.

OTHER INSURANCE

That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

CONFISCATION

Directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **Contract Works** by or under the order of any government or public authority.

DISHONESTY

Directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

HIGH RISK WORK

Directly or indirectly due to work at, or in relation to:

- a. Power stations or nuclear establishments.
- b. Oil, gas or chemical refineries, bulk storage facilities or production premises.
- c. Aircraft.
- d. Watercraft.
- e. Railways or airports.
- f. Underground or underwater locations, piling work or water diversion.
- g. The use of explosives.
- h. Construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- i. The erection or repair of buildings or structures more than 20 metres in height;
or
- j. Excavation work more than 3 metres in depth, unless disclosed to and accepted by **Us** before the start of the **Policy**.
- k. Hospitals and other medical facilities
- l. Quarries
- m. The Pharmaceutical Industry

n. Laboratories

WAR

Directly or indirectly due to **War**, including any action taken by a government as a direct consequence of **War**.

VIRUS OR HACKING

Directly or indirectly due to any **Virus** or hacking.

CYBER LIABILITY

Directly or indirectly due to any **Cyber Loss** or any **Business** activity via:

1. The internet
2. **Your** own website, internet site or web address; or
3. The transmission of e-mail, or **Documents** by electronic means.

ELECTRONIC RISKS

Directly or indirectly arising from:

- a. **Damage** to, unavailability of, or loss of **Data**. This includes:
 - i. **Damage** to, or loss or corruption of, **Data**.
 - ii. Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, **Data**.
 - iii. Unauthorised disclosure or transmission of **Data** to any third party.
 - iv. **Damage** or loss arising from the misinterpretation or misuse of **Data**; or
 - v. **Damage** or loss arising from any operator error in relation to **Data**; or
- b. Due to:
 - i. The transmission of a **Virus**.
 - ii. Unauthorised access to a **Computer System**.
 - iii. Interruption of, or interference with, any means of communication used in the conduct of **Your Business**, including any reduction in the performance of any website.

- iv. The complete or partial failure or inability to perform or function of a **Computer System**.

GENERAL CONDITIONS

INSURED CONTRACTS

This **Policy** applies to **Damage** occurring during the **Period of Insurance** to contracts that are current at the **Start Date** of the **Period of Insurance** or are commenced during the **Period of Insurance**. **Our** liability shall cease:

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

72 HOURS CLAUSE

It is hereby agreed that **Damage** caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one **Period of Insurance** shall constitute one **Occurrence** for the purposes of this **Policy**.

The **Excess** under this **Policy** shall apply separately to each selected period as follows:

You shall select the time from which any such period shall commence but no two such selected periods shall overlap.

JOINT CODE OF PRACTICE

You undertake to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or a subsequent edition or version (referred to as The Joint Code).

We shall have the right at all reasonable times to enter and inspect the **Contract Site** for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code **We** will inform the site management of the contractor specifying the nature of the breach the remedial measures required by **Us** and the period within which these must be completed.

Where **We** consider a breach is of sufficient importance written notice shall be sent to the employer and the contractor at their respective addresses by registered post, recorded postal delivery, facsimile transmission or by hand.

The notice may suspend or cancel cover 30 days from the date of the notice.

It being understood that following suspension, cover shall be reinstated when **We** are satisfied that remedial measures have been completed.

SERIES LOSS

If the development or discovery of a defect in any part of the **Contracts Works** shall indicate that a similar defect exists elsewhere In the **Contracts Work You** shall immediately investigate and if necessary, rectify the defects in any **Contracts Works** insured under this **Policy** at **Your** own expense or alternatively bear the cost of all **Damage** arising out of the defect.

NOTIFICATION TO THE POLICE

You must notify the police as soon as **You** become aware of any malicious **Damage**, theft or attempted theft and obtain a crime reference number.

If **You** do not, **We** will not cover any **Claim** connected to the incident.

PRESENTATION OF THE RISK

Before any cover under this **Policy** can start or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured.

The presentation must:

- a. Include all material facts which are known, or ought to be known, by **You, Your** senior management or anyone arranging the **Policy** on **Your** behalf.
- b. be made following a reasonable search; and
- c. be reasonably clear and accessible.

This is the information that **We** have taken from **You** during the quotation process and any subsequent communication that **We** had where **We** have needed to clarify points, either on the phone or via emails.

FAILURE WHEN PRESENTING THE RISK WHICH IS DELIBERATE OR RECKLESS

If **You** deliberately or recklessly fail to comply with the obligation under presentation of the risk above, **We** can avoid the **Policy**. **We** will be entitled to:

- a. Refuse to cover any **Claim** under the **Policy** and treat it as if it never came into existence.
- b. Require **You** to repay all payments already made by **Us** under the **Policy**; and
- c. Keep any **Premium** payments **You** have made.

FAILURE WHEN PRESENTING THE RISK WHICH IS NEITHER DELIBERATE NOR RECKLESS

If **You** fail to comply with the obligation under presentation of the risk above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

- a. Refused to insure **You**, **We** can avoid the **Policy**. This means **We** will have the rights under a. and b. above, although **We** will return any **Premium** payments **You** have made.
- b. Insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the **Premium**; or
- c. Insured **You**, but charged a higher **Premium**, the amount **We** pay for any **Claim** under the **Policy** will be proportionately reduced or **We** will require any additional **Premium** to be paid by **You** prior to settling the **Claim**, by reference to the difference between the **Premium** charged and the **Premium We** would have charged if **You** had provided a fair presentation.

We will apply the following calculation to any proportionate reduction:

$(\text{Premium We would have charged, minus actual Premium charged}) \times \text{amount of the Claim}$. Please note that both b. and c. above can apply at the same time.

CHANGE OF RISK

If during the **Period of Insurance** there are any material changes or additions to the information contained in the presentation of the risk, **You** must let Suited know as soon as possible.

- a. **You** may, with immediate effect, seek to replace this **Policy** with a new **Policy** by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.
- b. If **Your** request is accepted, this **Policy** shall be cancelled at the time the request is processed and a new **Policy** may be issued.
- c. **We** may cancel the **Policy** with effect from the date of the material changes or additions. If the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote, **We** do not cover any changes to the

Business unless **You** have told **Us** about them, and **We** have agreed to provide cover.

- d. Where **We** cancel this **Policy** on that basis above **You** shall be entitled to a pro rata refund of **Premium** for the unexpired period of cover under this **Policy**.

PRECAUTIONS

You must at **Your** expense:

- a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **Claim** under this **Policy**.
- b. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties.
- c. Comply with all relevant legal requirements, and other regulations relating to the people.

We do not cover any **Claim**, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the **Claim** or loss arising.

PREMIUM PAYMENT

- a. **You** must pay the **Premium** by the **Due Date**,
- b. If **You** do not pay the **Premium** in accordance with clause a.:
 - i. **We** will not make any payment under the **Policy**.
 - ii. **We** will automatically cancel the **Policy** so that cover will cease at the end of the monthly period for which **You** have paid the **Premium**.
- c. If **you** do not pay the **Premium** in accordance with clause a. but **you** pay **Us** the overdue **Premium** within 14 days from the **Due Date**, **We** will reinstate **Your Policy** so that there is no interruption in **Your** cover.

POLICY REVIEW

Irrespective of the other provisions in this **Policy**:

- a. **We** will review the terms and conditions of the **Policy**, including the **Premium**, periodically and every twelve months, and **We** reserve the right to change the **Premium** and the terms and conditions.

- b. If **We** make a change(s) **We** will give **You** a minimum of 28 days notice and issue a new **Policy** for the next **Period of Insurance**, which will be made available to **You** through the Suited online customer portal.
- c. **You** are under no obligation to accept those changes and may cancel **Your Policy** prior to those changes taking effect. The **Policy** will expire at the end of the calendar month for which **You** have paid for cover.

CANCELLATION BY YOU

- a. **You** may cancel this **Policy** at any time by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.
- b. If **You** request a cancellation, **Your Policy** will expire on the last day of the monthly period for which **You** have paid the **Premium**.
- c. The **Premium You** have paid is not refundable.

CANCELLATION BY US

We can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email after **We** have tried to contact **You** by email or phone. Where **You** have failed to pay **Your Premium**, or any instalment of the **Premium**, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the instalment was due to be paid and **You** will have no cover under this **Policy** for the period after that date. **We** will return any **Premium You** have paid that relates to any period after the date the cancellation takes effect.

RIGHTS OF THIRD PARTIES

Save as provided by this **Policy**, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

GOVERNING LAW AND JURISDICTION

Unless it is agreed otherwise and specified in the **Schedule**, **We** will only cover **Claims** brought against **You** in the courts of the **United Kingdom**.

Any legal proceedings between **You** and **Us** in connection to this **Policy** will only take place in the courts of the **United Kingdom**.

ARBITRATION

If there is a dispute between **You** and **Us** as to the amount to be paid if there is a **Claim** (where **We** agree the **Claim** is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

CLAIMS CONDITIONS AND PROCEDURE

If **You** need to make a **Claim** under the **Policy**, the following **Claims** Conditions apply if shown as insured in the **Schedule**.

CLAIMS NOTIFICATION

How to Report a **Claim**

If **You** need to report a **Claim**, please either:

Complete and return the relevant claims form at
www.admiralbusiness.com/make-a-claim.

Email **Your Claim** details to claims@admiralbusiness.com.

Call 020 3808 7099 to report **Your Claim**.

You must report any **Claim** you wish to bring under this **Policy**, any **Claim** made against **You**, or any incident or act that could result in a **Claim**, as soon as reasonably possible, and in any case, within 14 days of becoming aware of the event. If **You** fail to report the **Claim** within this timeframe, it may not be covered under this **Policy**.

INFORMATION

You must let **Us** have at **Your** expense, any information and assistance that **We** reasonably require in relation to any **Claim** under the **Policy**.

NO ADMISSIONS

In respect of any **Claim** against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

RECOVERIES

You must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the **Claim** or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

MAXIMUM PAYMENT

The most **We** will pay for any **Claim** under the **Policy** is the amount of cover shown in that **Section** or **Limit of Cover** shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that **Claim** or loss, including in the defence of any **Claim**.

VALUE ADDED TAX

Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

NON-COMPLIANCE WITH CONDITIONS

Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which **Contract Works Damage** has increased as a result of **Your** failure to comply with the condition.

CLAIMS DOCUMENTATION AND COOPERATION REQUIREMENTS

You are required to provide all necessary documentation and facilitate any inspections to substantiate a **Claim** under this **Policy** for **Contract Works**. This includes, but is not limited to, the following:

- Contractual Documentation: A copy of the signed contract or agreement, including any amendments, that outlines the scope of work, terms, and conditions relevant to the affected **Contract Works**.
- Proof of **Damage**: Evidence of the **Damage** to the **Contract Works**, which may include photographs, engineering reports, or other expert assessments detailing the extent and cause of the **Damage**.
- Financial Documentation: Records supporting the costs of **Materials**, labour, and subcontractor work relevant to the affected **Contract Works**, such as invoices, receipts, or payment statements.
- Work Progress Evidence: Documentation showing the progress of the **Contract Works** at the time of the **Damage**, such as site logs, daily reports, or work schedules.
- Other Evidence as Required: Any other information, documents, or assessments that **We** may reasonably require to assess the **Claim**.

- Facility/Access for Inspection: **You** shall provide **Us** or **Our** representative access to the site and affected **Contract Works** at a mutually agreeable time and location to assist in the **Claim** assessment process.

It is **Your** duty to provide the required documentation and facilitate any inspections as requested by **Us**. Any costs incurred in obtaining and providing such documentation or facilitating inspections shall be borne by **You**. Failure to provide the required documentation or access may result in delays in the settlement of the **Claim** or potential denial of the **Claim** under this **Policy**.

FRAUDULENT CLAIMS

We won't pay for any **Claim** if **You** or anyone acting on **Your** behalf:

- Makes a fraudulent **Claim**.
- Makes a false declaration or statement in support of a **Claim**
- Puts a fraudulent device forward in support of a **Claim**

We:

- Are not liable to pay the **Claim**;
- May recover any part of the **Claim** already paid from the relevant Insured; and
- May by notice to **You** under this **Policy** as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable to that Insured in respect of a relevant event occurring after that time and may retain any **Premium**.

These remedies shall not be available against any other person or entity Insured under this **Policy** that was not implicated in the fraud.

COMPLAINTS PROCEDURE

COMPLAINTS & ENQUIRIES

We are fully committed to giving **You** a first-class level of service. But if **You** ever feel like **We** have fallen short of the mark, please address **Your** concerns or complaints to:

Complaint Manager,
Admiral Business
Able Insurance Services Limited,
Ty Admiral, David Street,
Cardiff, United Kingdom,
CF10 2EH
Tel: 02038087099
Email: complaints@admiralbusiness.com

If **We** have given **You Our** final response but **You** are still unhappy, or more than 8 weeks have passed since **We** received **Your** original complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial Ombudsman,
Service Exchange Tower
London E14 9SR
www.financial-ombudsman.org.uk
Tel: 0800 0 234 567 or: 0300 123 9 123
Email: complaint.info@financialombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the **Policy**, depending on the type of **Business** and the **Circumstances** of the **Claim**. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the **Claim**. For other classes of insurance, the advising and arranging of insurance is covered for 90% of the **Claim**. There is no upper limit in either case.

You can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation Scheme

10th Floor Beaufort House

15 St Botolph Street

London, EC3A 7QU

enquiries@fscs.org.uk

0800 678 1100 or 020 7741 4100

www.fscs.org.uk