

Contract Works Policy



INSURANCE
CORPORATION

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first

You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory

We aim to give our customers a high standard of service at all times

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention

If matters are not resolved to your satisfaction, you are invited to write to:

General Manager

Insurance Corporation of the Channel Islands Ltd

P O Box 160 Dixcart House

Sir William Place

Guernsey

GY1 4EY

Insurance Corporation of the Channel Islands Ltd is regulated by the Guernsey Financial Services Commission

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. We have chosen payment of your premium as evidence of acceptance of our choice. If any other law is to apply it must be agreed by both parties and evidenced in writing

Your right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedure referred to above

Contract Works Policy

Please read this Policy (and the Schedule which forms part of the Policy) to ensure it meets your requirements.

Insurance Corporation of the Channel Islands Limited (referred to in this Policy as the Insurers') and the Insured agree that:

- a) this Policy the Schedule (including any Schedule issued in substitution) and any endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- b) the Proposal or any information supplied by the Insured shall be incorporated in the contract
- c) the Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

This Policy shall be governed by English Law and Guernsey Courts shall have exclusive jurisdiction in any dispute arising under this Policy

The Insurers' Liability

For all purposes including but not limited to the application of the Sums Insured and consideration of when and how the Policy will respond all parties included in the definition of the insured shall constitute one Insured or one party or legal entity so that there will be only two parties to the contract of insurance between the Insured and the Insurer

The Right to Cancel this Policy

This Policy may be cancelled

- a) by the insurer sending seven days notice by letter to the last known address of the Insured and in such circumstances the Insured shall be entitled to a pro rata return of premium
- b) by the Insured who shall be entitled to a return of the premium after deduction of premium at the Insurer's short period rates for the period the Policy has been in force

Indemnity to Policyholders

The Insurer assigns to the Insured the benefit of the indemnity issued by the Insurers' parent company Royal & Sun Alliance Insurance plc

For risks written from the Bailiwick of Jersey or Bailiwick of Guernsey the Insurance Contract is governed by Jersey Law or Guernsey Law respectively

Definitions

The words or phrases where used in the Policy starting with a capital letter shall have the following meaning within the Section in which they appear

- 1 **Business** for the purpose of this insurance is only as described in the Schedule but it shall include the provision of catering social sports and welfare facilities for Employees fire first-aid and ambulance services and private work undertaken with the consent of the Insured by an Employee for a director partner or Employee of the Insured
- 2 **Constructional Plant** means tools tackle and contractors' plant and equipment the property of the Insured or hired to him under a hire purchase agreement taken or intended to be taken on to the Contract Site for use in connection with the Insured Contract but excluding
 - a any mechanically propelled vehicle and any trailer attached thereto other than any such vehicle not more specifically insured and which is
 - i not licensed for road use and used in circumstances which do not require insurance or security under any road traffic legislation or
 - ii designed or adapted primarily for use as a tool of trade
 - b any craft designed to travel in on or through water air or space (other than work boats safety boats and pontoons where such craft do not exceed six metres in length) or Property permanently fixed thereto
- 3 **Contract Works** means the permanent and temporary works forming part of the Insured Contract including materials incorporated or to be incorporated therein all the property of the Insured of for which he is responsible but not Contract Works of a prototype or experimental nature unless the prior consent of the Insurers has been given to the insurance thereof
- 4 **Damage** includes loss of
- 5 **Employee** means
 - a any person under a contract of service or apprenticeship with the Insured or
 - b any person supplied to or hired or borrowed by the Insured while engaged in the course of the Business
- 6 **Employees' Effects** means tools and personal effects the property of any Employee or for which he is responsible not being motor vehicles gold or silver articles watches jewellery or money
- 7 **Financial Loss** means a pecuniary loss cost or expense incurred by any person other than the Insured resulting from
 - a escape or discharge of any substance or gas from any premises the property of or in the occupation of the Insured
 - b stoppage of or interference with pedestrian vehicular rail air or waterborne trafficnot caused by goods sold or supplied other than goods in the custody or control of the Insured
- 8 **Free-issue Materials** means any materials incorporated or to be incorporated in the Contract Works supplied by the Principal and/or his agents and for which the Insured is responsible The Insured shall include the total value of all such Free-issue Materials in any declaration required by the Insurers under Policy Condition 10 (Adjustment of Premium)
- 9 **Hired Plant** means Constructional Plant and/or Temporary Buildings hired to the Insured not under a hire purchase agreement and which are the responsibility of the Insured under the terms of his hiring agreement or otherwise
- 10 **Injury** means bodily injury and includes death and disease
- 11 **Insured** means any person or any company registered in the Channel Islands United Kingdom the Republic of Ireland or the Isle of Man and described in the Schedule
- 12 **Principal** means any party (other than a director partner or Employee of the Insured) on whose behalf the Insured in the course of the Business is undertaking work
- 13 **Property** means material property

14 Temporary Buildings means site huts and other temporary accommodation and their contents all the property of the Insured or hired to him under a hire purchase agreement for use in connection with the Insured Contract

15 Territorial Limits means

- a the Channel Islands or as otherwise described in the Schedule
- b in respect of the Public Liability Section only elsewhere in the world in respect of
 - i any act or omission occurring within the territories specified in 15a above
 - ii the acts or omissions of persons normally resident in the territories specified in 15a above but temporarily engaged other than in manual labour in the Business outside such territories

Contract Works Section

A COVER

The Contract Works

The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to the Contract Works happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Provided that

- a cover in respect of any one Insured Contract shall cease
 - i on expiry of any Maintenance or Defects Liability Period (not exceeding twelve months) under any standard printed form of contract conditions applying to the Insured Contract
 - ii in the absence of any such Maintenance or Defects Liability Period on the issue of a certificate of completion or a taking over certificate on completion of construction or erection and testing (if any) or on the use or occupation of the Contract Works by the Principal
- b the Insured shall demonstrate that Damage occurring during any Maintenance or Defects Liability Period (or after expiry of the first fourteen days of the Maintenance Period in connection with an Insured Contract performed under the I.C.E. Conditions of Contract) is the responsibility of the Contractor under a standard printed form of contract conditions applying to the Insured Contract and
 - i has arisen from a cause occurring prior to the commencement of the Maintenance or Defects Liability Period or
 - ii has been occasioned by the Contractor in the course of any operations carried out by him during the Maintenance or Defects Liability Period for the purposes of making good defects in the Contract Works or otherwise fulfilling his obligations under the said contract conditions

Indemnity to Principal

The Insurers will indemnify in the terms of this Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limit of Liability

The Insurers' liability in respect of any one Insured Contract shall not exceed the sum specified in the Schedule which may be increased by an amount not exceeding twenty per cent should the original estimated contract price of the Insured Contract (including the value of Free-issue Materials) increase by such an amount

The Limit of Liability shall not be reduced by the amount of any claim but an additional premium shall be payable which additional premium shall be disregarded for the purpose of any adjustment of premium under Condition 10 of this Policy

B EXTENSIONS

The Insurers will in addition to the Limit of Liability pay

Debris Removal

costs and expenses necessarily incurred by the Insured with the consent of the Insurers in

- a removing debris from
- b dismantling and/or demolishing
- c shoring up or propping of

the Contract Works lost or damaged from any cause indemnifiable by this Section of the Policy

The liability of the Insurers under this Extension shall in no case exceed ten per cent of the Limit of Liability

Professional Fees

Architects' surveyors' consulting engineers' or other professional fees necessarily incurred in the reinstatement of the Contract Works consequent upon damage thereto but not for preparing any claim The amount payable for such fees shall not exceed those authorised by the appropriate professional body

C EXCEPTIONS

The Insurers shall not be liable in respect of

1 Defects

the cost of replacement or rectification of any portion of the Contract Works rendered necessary by defects of material workmanship design plan or specification and should Damage occur to any portion of the Contract Works containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the said portion of the Contract Works had been put in hand immediately prior to the said Damage

2 Deeds and Bonds

deeds bonds bills of exchange promissory notes cash bank notes cheques stamps or securities for money

Contractors' Plant Section

A COVER

Damage to Constructional Plant Temporary Buildings and Employees' Effects

The Insurers will by payment or at their option by reinstatement or repair indemnify the Insured in respect of Damage to

- a Constructional Plant
- b Temporary Buildings
- c Employees' Effects at the Contract Site

happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Indemnity to Principal

The Insurers' will indemnify in the terms of this Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limits of Liability

The Insurers' liability shall not exceed

- a in respect of Damage to Constructional Plant and Temporary Buildings the sums specified in the Schedule
- b in respect of Damage to Employees' Effects arising from any one occurrence the sum specified in the Schedule in respect of any one Employee

The Limits of Liability in respect of Constructional Plant and Temporary Buildings shall not be reduced by the amounts of any claims but an additional premium shall be payable which additional premium shall be disregarded for the purpose of any adjustment of premium under Condition 10 of this Policy

B EXCEPTIONS

The Insurers shall not be liable in respect of

- 1 Breakdown or Explosion**
damage to any item of Constructional Plant caused by its own electrical or mechanical breakdown or its own explosion
- 2 Tyres**
damage to tyres by the application of brakes or by cuts bursts or punctures
- 3 Frost**
damage caused by frost or freezing

Hired Plant Section

A COVER

Damage to Hired Plant

The Insurers will indemnify the Insured in respect of legal liability under the terms of his hiring agreement or otherwise to pay compensation for Damage to Hired Plant happening during the Period of Insurance within the Territorial Limits from any cause not hereinafter excluded

Continuing Hire Charges

In the event of Damage to Hired Plant insured by this Section the Insurers will indemnify the Insured against legal liability to pay continuing hire charges for a period not in excess of The Maximum Period stated in the Schedule

Provided that the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association

Indemnity to Principal

The Insurers will indemnify in the terms of this Section any Principal to the extent that the contract between the Insured and such Principal so requires

Limit of Liability

The Insurers' liability shall not exceed in respect of any one occurrence irrespective of the number or amount of claims thence arising the sum specified in the Schedule

In addition the Insurers will where legal proceedings have been defended with their written consent pay all legal expenses for which the Insured may be liable

B EXCEPTIONS

The Insurers shall not be liable in respect of

- 1 **Tyres** damage to tyres caused by the application of brakes or by cuts bursts or punctures
- 2 **Frost** damage caused by frost or freezing

Public Liability Section

A COVER

Indemnity to Insured

1 In the event of

- a Injury to any person other than an Employee
- b Damage to Property other than
 - i Property belonging to the Insured or in his custody or control or
 - ii Property in the custody or control of any Employee

happening during the Period of Insurance within the Territorial Limits and caused in connection with the Business the Insurers will indemnify the Insured against legal liability for damages and claimant's costs and expenses incurred in respect of such Injury or Damage

In Paragraph 1b the expression 'custody or control' shall not apply to

- a any building (including its fixtures fittings and contents) provided that in respect of any building which is leased hired or rented to the Insured the Insurers shall not be liable in respect of
 - i Damage to its contents
 - ii the first £100 of each and every claim for Damage caused other than by fire or explosion such amount being in addition to the Insured's Retained Liability specified in the Schedule as applying to this Section
 - iii liability arising solely because of a contract
 - b visitors' directors' partners' and Employees' personal effects including motor vehicles and their contents
- 2 If the Insured comprises more than one party (which term in the case of a partnership includes each individual partner) the Insurers will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an Insured
- 3 The Insurers will in addition pay
- a advocates' and/or solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under this Section
 - b costs and expenses incurred with their written consent

Indemnity to Principal and Other Persons

The Insurers will indemnify in the terms of this Section of the Policy

- a any Principal to the extent that the contract between the Insured and such Principal so requires in respect of liability arising from the performance of work on behalf of such Principal
- b if the Insured so requests
 - i any director or Employee in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against him
 - ii any officer or member of the Insured's canteen social sports or welfare organisations and fire first-aid and ambulance services
- c the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Insured shall not exceed the Limit of Liability

Financial Loss

The Insurers will indemnify the Insured against legal liability incurred by the Insured during the Period of Insurance in respect of Financial Loss

Subject otherwise to the terms of this Section

Liability for Motor Accidents

Notwithstanding Exception 3 and provided the Insured is not more specifically insured under any other policy the Insurers will indemnify the Insured in the terms of this Section in respect of Injury Damage or Financial Loss

- a caused by any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured
 - i which is not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation or
 - ii designed or adapted primarily for use as a tool of trade but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security
- b arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

Insured's Motor Contingent Liability

Notwithstanding Exception 3 the Insurers will indemnify the Insured and no other person in the terms of this Section in respect of Injury Damage or Financial Loss arising out of the use of any motor vehicle not the property of or provided by the Insured and being used in the course of the Business

The Insurers shall not be liable in respect of

- a Damage to any such vehicle
- b Injury Damage or Financial Loss arising while such vehicle is being driven by the Insured

Provided that

the Insurers shall not be liable under this Sub-Section if the Insured is entitled to indemnity under any other insurance

Defective Premises Act

The Insurers will indemnify the Insured in the terms of this Section against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury or Damage occurring within a period of seven years from the expiry or cancellation of this Section

Provided that

the Insurers shall not be liable under this Sub-Section if the Insured is entitled to indemnity under any other insurance

Limit of Liability

The Insurers' liability shall not exceed in respect of any claim or number of claims arising out of one cause the sum specified in the Schedule

Public Liability Section

B EXCEPTIONS

The Insurers shall not be liable in respect of

1 Contractual Liability

any liability for

- a any amount in respect of liquidated damages fines or penalties
- b Financial Loss

which attaches solely because of a contract

2 Defective Work and Goods

- a the cost of rectifying defective work
- b Damage to or the cost of repairing or replacing goods sold or supplied

3 Vehicles and Craft

Injury Damage or Financial Loss arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than work boats safety boats and pontoons where such craft do not exceed six metres in length) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the Insured

4 Deliberate Act or Omission

Injury Damage or Financial Loss which results from any deliberate act or omission of the Insured his partners or directors or managerial Employees and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

5 Principal's Professional Risk

any liability for Injury Damage or Financial Loss which attaches solely because of a contract and arises out of or in connection with the exercise by any Principal or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications

6 Other Sections

the cost of repairing or replacing Damage to Property (but not other pecuniary loss consequent upon such Damage) where such Damage is the subject of insurance under any other Section of this Policy

General Exceptions

The insurers shall not be liable in respect of

Exception A Radioactive Contamination

- a loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exception B War

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

The following Exceptions apply to all Sections other than the Public Liability Section

Exception C Gradual Deterioration

the cost of rectification or making good of wear and tear gradual deterioration rust oxidisation corrosion or erosion

Exception D Sea and Air Transit

Damage to Insured Property in transit by sea or air

Exception E Unexplained Losses

loss of the Insured Property or any part thereof due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of Condition 5 of this Policy

Exception F Consequential Losses

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for

Exception G Sonic Bangs

loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Exception H Terrorism and Northern Ireland Exclusion

- a **Damage** in Great Britain by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
except to the extent stated in the **Special Provision** – Terrorism
- b **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i riot civil commotion and (except in respect of damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances
 - ii **Terrorism**

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any **Damage** is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that such damage is covered shall be upon the Insured

Definitions

For the purposes of this policy **Terrorism** shall mean any act of any person acting on behalf of or in connection with an organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

The words Great Britain shall mean England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or the Channel Islands or the Isle of Man

Conditions

Condition 1 Compliance with Policy Terms

The liability of the Insurers will be conditional on the Insured complying and as appropriate any other person entitled to indemnity complying as though he were the Insured with the terms of this Policy

Condition 2 Change in Risk

If there is any material change in the risk insured during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Insurers and take such precautions as circumstances may require In the event of stoppage of work by the Contractor on a Contract Site from any cause for a period of ninety consecutive days cover under this Policy shall be suspended at the end of the ninetieth day in respect of Damage to Insured Property and/or liability arising at that Contract Site unless its continuance be agreed to in writing by the Insurers

Condition 3 Reasonable Precautions

The Insured shall take and cause to be taken all reasonable precautions for the safety of the Insured Property and to prevent Injury Damage or Financial Loss to any third party

The Insurers' representatives shall have access at all reasonable times to the Contract Site and the Insured Property

Condition 4 Series Loss

If the development or discovery of a defect in any of the Contract Works shall indicate or suggest that a similar defect exists in other parts of the Contract Works the Insured shall forthwith investigate and if necessary rectify the defect in such other parts at his own expense or alternatively bear all loss arising out of the said defect

Condition 5 Claims Procedure and Requirements

On the happening of any event giving rise or likely to give rise to a claim under this Policy coming to the knowledge of the Insured the Insured shall

- a advise the Insurers thereof as soon as possible and supply in writing all such particulars and proofs of claims as may be reasonably required by the Insurers
- b preserve any damaged or defective Insured Property for inspection by the Insurers' officials
- c in the case of Insured Property lost stolen or wilfully damaged take all practicable steps (including the giving of immediate notice to the Police) to discover the guilty person and to trace and recover the missing Insured Property
- d in the case of any civil proceedings or claim or potential claim upon the Insured by a third party forward immediately and unacknowledged to the Insurers every relative letter claim writ or other document

The Insured may not

- i abandon any Insured Property to the Insurers
- ii accept payment incur expenses admit liability promise payment or make any arrangement concerning settlement of a claim without the written consent of the Insurers

Condition 6 Rights of Recourse

In the event of a claim the Insured shall permit the Insurers at their own discretion and expense to take all necessary steps for enforcing any rights and remedies against other parties in the name of the Insured before or after meeting the Insured's claim

Condition 7 Insurers' Rights – Public Liability Section

In the event of a claim under the Public Liability Section of this Policy

- a the Insurers are entitled to take over and conduct the defence or settlement of any such claim at their discretion
- b the Insurers may at any time pay the Limit of Liability after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

Condition 8 Other Insurances

If the Damage to Insured Property or liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

Condition 9 Fraudulent Claims

If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder

Condition 10 Adjustment of Premium

The premium has been calculated on estimates supplied by the Insured and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Insurers for inspection

Within one month of expiry of each Period of Insurance the Insured shall supply the Insurers with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case may be

Failure to supply such particulars shall entitle the Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars

Condition 11 Cancellation

This Policy may be cancelled

- a by the Insurers sending seven days notice by letter to the last known address of the Insured The Insured shall be entitled to a pro rata return of premium
- b by the Insured who shall be entitled to a return of the premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force

Condition 12 Cancellation of Monthly Premiums

If this Policy is issued or renewed on the basis of Monthly Premiums the liability of the Insurers will cease in the event of non-payment of any Monthly Premium on its due date but before cancellation takes effect the Insurers will send seven days notice by letter to the last known address of the Insured

Endorsements

These endorsements are operative in respect of any section of this policy only if the number and title set against them appear in the schedule to that section and are each subject otherwise to the terms exceptions and conditions of this policy

Endorsement 1 Contract Price Limitation

The indemnity provided shall not apply to any contract where the original estimated contract price (including the value of Free-issue Materials) exceeds the sum specified in the Schedule against this Endorsement

Endorsement 2 Excluded Contracts

The indemnity provided shall not apply to any contract involving

- a work in on over or adjacent to water
- b bridges flyovers or viaducts other than for the surfacing or resurfacing of roads thereon
- c dams
- d tunnels exceeding ten metres in length

Endorsement 3 Speculative Building

The construction for sale or letting out by the Insured of private dwellings consisting of not more than three floors and single storey domestic buildings ancillary thereto is deemed to be an Insured Contract and the indemnity provided by the Contract Works Section of this Policy in respect of Damage to such buildings is extended to apply beyond completion of construction as follows

- a Private dwellings not being show houses – for a period of not more than six months or until the date of sale or letting out whichever is the earlier
- b Show houses (including their contents) – until the date of sale or letting out

Endorsement 4 Testing Cover – Period Limitation

The period of cover by the Contract Works Section of this Policy in respect of Damage arising out of the testing of the Contract Works prior to the date of issue of a taking over certificate shall be limited to a period which in the aggregate for each Insured Contract shall not exceed from the date of commencement of testing the period specified in the Schedule against this Endorsement

Endorsement 5 Expediting Expenses

The insurance by the Contract Works Section of this Policy is extended to cover any extra costs incurred in respect of express delivery airfreight overtime Sunday and holiday rates of wages in connection with repairs or replacements indemnifiable by the Contract Works Section of this Policy

The liability of the Insurers under this Endorsement shall in no case exceed fifty per cent of the amount which the repair or replacement would have cost if these expenses had not been incurred

Endorsement 6 Insured's Retained Liability

In respect of any claim or number of claims arising from one cause the amount payable by the Insurers in respect of

- a Damage to Property under the Public Liability Section of this Policy
- b Damage to each Item of Insured Property under the other Sections of this Policy

shall be reduced by the amount(s) specified in the Schedule as the Insured's Retained Liability

Endorsement 7 JCT – Clause 21.2.1. Principal’s Own Property

Where the requirements of Clause 21.2.1. of the JCT Standard Form of Building Contract 1980 Edition or Clause 19(2) (a) of the RIBA Conditions of Contract 1963 Edition (July 1971 or later Revision) apply to any contract insured by this Policy the Public Liability Section of the Policy is extended to indemnify the Insured and the Principal in accordance with the requirements of the said Clauses in respect of any expense liability loss claim or proceedings which the Principal may incur or sustain by reason of Damage to any Property belonging to the Principal or in his custody or control caused by collapse subsidence vibration weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the said contract

Provided that

- a the Insured in undertaking a contract necessitating the cover provided by this Endorsement shall advise the Insurers at the earliest possible moment and within fourteen days of the date of signature of the contract or date of commencement of the contract whichever is the earlier and subsequently pay the additional premium charged for this extension
- b the liability of the Insurers shall not exceed in the aggregate for the period of each contract the amount specified in the Schedule as applicable to this Endorsement
- c the amount payable by the Insurers in the aggregate for the period of each contract shall be reduced by the amount specified in the Schedule as the Insured’s Retained Liability applicable to this Endorsement
- d the Insurers shall not be liable for Damage
 - i caused by the negligence omission or default of the Insured his servants or agents or of any sub-contractor his servants or agents
 - ii attributable to errors or omissions in the designing of the Contract Works
 - iii which is at the risk of the Principal under Clause 22B or Clause 22C of the JCT Standard Form of Building Contract 1980 Edition or under Clause 20(B) or Clause 20(C) of the RIBA Conditions of Contract 1963 Edition (July 1971 or later Revision)
 - iv to any of the Contract Works or any material or plant in use by the Insured or their sub-contractors in connection therewith

Endorsement 8 Excluding Goods Sold or Supplied

The indemnity provided by the Public Liability Section of this Policy shall not apply in respect of Injury or Damage caused by goods (including containers and packaging) sold or supplied other than

- a food and drink sold or supplied through any facility or service mentioned in Definition 1
- b goods in the custody or control of the Insured



www.insurancecorporation.com

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