



HomeWorks

Insurance Policy



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HomeWorks

Insurance Policy



Important Information

THIS DOCUMENT CONTAINS THE FULL TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF YOUR CONTRACT WORKS INSURANCE POLICY WITH PLUM UNDERWRITING LIMITED.

WE WOULD STRONGLY RECOMMEND THAT YOU PROVIDE YOUR CONTRACTOR AND/OR ANY PERSON YOU HAVE AUTHORISED TO MANAGE THE PROJECT WITH A COPY OF THIS DOCUMENT.

PLEASE CONTACT YOUR BROKER OR VISIT OUR WEBSITE TO DOWNLOAD A COPY:

www.plum-underwriting.com/homeworks

CONTRACT WORKS INSURANCE FOR HOMEOWNERS

Underwritten by Plum Underwriting Limited with authority from: -

Aspen Insurance UK Ltd.	020 7184 8000
30 Fenchurch Street	020 7184 8500
London, EC3M 3BD	www.aspeninsurance.com

Aspen Insurance UK Limited and Plum Underwriting Limited are authorized and regulated by the Financial Services Authority

In consideration of the Insured paying the Premium to Plum Underwriting Limited acting in their capacity as managers of this insurance on behalf of Aspen Insurance UK Limited (hereinafter called "the Company") and having made a Proposal and supplied information which shall be the basis of this contract and is deemed to be incorporated herein

The Company agrees subject to the terms limits definitions exclusions and conditions (both special and general) contained herein or endorsed hereon to insure in the manner and to the extent provided herein in respect of events happening during the Period of Insurance and any subsequent period for which the Company may accept payment for the extension of this policy.

Provided that this Insurance shall not be in force unless it has been signed by an authorised official of Plum Underwriting Limited

This Policy shall constitute the entire contract between the parties and should be examined and if incorrect returned immediately for alteration

Section 1 - Property

In the event of any of the Property Insured referred to below having sustained Damage not hereinafter excluded the Company will pay to the Insured the value of the Property Insured at the time of the Damage or at the option of the Company reinstate or replace such Property Insured or any part thereof

Provided that the liability of the Company under this Section (including extensions hereto) shall not exceed the appropriate Limit of Liability in respect of any one Contract at the time of the Damage

Section 1 - Property - Definitions

1.0 Property Insured

1.1 Permanent and Temporary Works

The permanent works and temporary works executed in performance of the Contract and site materials for incorporation therein whilst at the Risk Address.

Loose materials on site are restricted to £5,000 any one loss unless they are kept within a building of Standard Construction and in accordance with Condition 9 (security)

1.2 Temporary Buildings

Temporary buildings including fixtures and fittings therein owned by the Employer or for which they are legally responsible, for use in connection with the Contract (but excluding any hired-in property) whilst at the Risk Address

1.3 Constructional Plant tools and Equipment

Constructional plant tools and equipment owned by the Employer for use in connection with the Contract (but excluding hired-in property and property described in Items 1 and 2 herein) whilst at the Risk Address

1.4 Hired-in Property

Hired-in property other than as described in Items 2 and 3 and only where such property is used by the Employer or in his name.

1.5 Existing Permanent Structure

The existing land permanent buildings domestic outbuildings and garages of Standard Construction owned by the Employer

Including Decorations Fixtures and Fittings machinery plant and lifts at such permanent buildings. Decorations and Fixtures and Fittings are defined for the purposes of this Section of the insurance as: improvements, fixtures and fittings all wall floor and ceiling coverings but not rugs or carpets which cannot be removed without incurring damage to such wall and ceilings coverings plasterwork cornicing wiring conduits services equipment fitted furniture fitted glass and mirrors security equipment and any other attachments to the Existing Permanent Structure which cannot be removed without incurring damage to such attachments, permanently installed swimming pools including associated fixed machinery and plant

Hard tennis courts

Paved drives patios and terraces

Lampposts

Traffic mirrors

Walls gates fences

Domestic fixed fuel tanks

Underground service pipes cables sewers and drains

Radio and television aerials satellite dishes their fittings and masts

All at the Risk Address shown in the Schedule and only if incorporated in the proposal for this insurance and only if

(i) the value for such items is included in the Limit of Liability shown in the Schedule

(ii) where such items belong to the Insured (as Employer)

(iii) where the Insured (as Employer) has a legal responsibility for them

For the avoidance of doubt this insurance does not cover curtains and carpets light fittings and electronic equipment if not specified as included in the above definition of Decorations and Fixtures and Fittings or any other attachment that can be removed from the Existing Permanent Structure without incurring damage to such item being removed

Section 1 - Property - Definitions

- 2 Contract**
shall mean the agreement with a Contractor for work to be carried out on behalf of the Employer by way of construction installation extension alteration repair or maintenance and not involving work in or adjacent to water or at depths in excess of 5 metres
- 3 Contractor**
shall include Contractors and sub-contractors of each and every tier who carry out work at the Risk Address in connection with the Business defined in the Schedule
- 4 Damage**
accidental physical loss or destruction of or physical damage to the Property Insured
- 5 Insureds Contribution**
shall mean the amount stated in the Schedule in respect of the first part of each and every event of Damage that the Insured is required to retain as uninsured
- 6 Employer**
shall mean the owner of the property being worked upon at the Risk Address
- 7 Insured**
shall mean the party or parties described as such in the Schedule
- 8 Limit of Liability**
shall mean the Limit of Liability stated in the Schedule (or any other Limit of Liability as may hereafter be agreed to in writing by the Company)
- 9 Period of Insurance**
shall mean the Period of Insurance stated in the Schedule and any subsequent period for which the Company has accepted a premium
- 10 Risk Address**
shall mean the Risk Address as detailed in the Schedule and shall include any special storage areas set up in connection with the Contract Works and adjacent to the Risk Address thereof
- 11 Standard Construction**
shall mean any substantial method of construction commonly used for private dwelling houses and their outbuildings provided no part of its structure is roofed with thatch or similar highly combustible material
- 12 Substantial Completion**
a building is deemed to be substantially complete when the work remaining relates only to decoration fixtures and fittings
- 13 Territorial Limits**
shall mean anywhere within Great Britain Northern Ireland the Isle of Man and the Channel Islands
- 14 Theft**
shall mean theft or any attempt thereat
- 15 Transit**
shall mean transit between locations within the Territorial Limits undertaken in connection with the Contract Works and shall include temporary storage in the course of transit
- 16 Works**
shall mean the construction activities undertaken as described in the Schedule

Section 1 - Property - Extensions

1 **Alternative Accommodation Loss of Rent**

In the event of Damage to the Property Insured at the Risk Address rendering the Property Insured under the Existing Structure item uninhabitable the Insurance shall cover

- (a) additional costs of alternative accommodation substantially the same as the accommodation insured herein which the Employer has to pay for
- (b) loss of rent due to the Employer under a rental or lease agreement which the Employer is unable to recover

Subject to an overall limit for this Extension of 20 per cent of the Limit of Liability (maximum payable £100,000) insured by Item 5 Existing Structure this amount being in addition to the Limit of Liability for Item 5

2 **Automatic Increase**

If during the Period of Insurance and after commencement of the Works the contract price is increased above the Limit of Liability for Permanent and Temporary Works stated in the Schedule then such Limit of Liability shall be automatically increased to the increased Limit provided that the amount of the increase (except with the prior written agreement of the Company) shall not be more than 25 per cent of such Limit of Liability stated in the Schedule and subject to the Insured paying an additional premium if required by the Company under General Condition 15.

If in the event of a loss the rebuilding cost of Property Item 2 the Existing Permanent Structure, exceeds the Sum Insured for this item then the Sum Insured by this item shall be increased proportionately to a figure not exceeding 110 per cent of the Sum Insured

3 **Automatic Reinstatement Following Claim**

The insurance provided by this Section will not be reduced by the amount of any claim

In consideration of this Extension the Insured shall pay an additional premium at a rate to be determined at the absolute discretion of the Company and any such additional premium will be disregarded for the purpose of any adjustment of premium under General Condition 16 – Premium Adjustment

4 **Contract Period Extension**

In the event that the Contract for Works is not fully completed by the last day of the Period of Insurance cover will be extended to the revised completion date provided that written notification is given to the Company as soon as reasonably practical but in any case within 30 days of the expiry of the Period of Insurance and subject to payment of any additional premium the Company at its absolute discretion may require

5 **Debris Removal**

The insurance by this Section includes costs and expenses necessarily incurred by the Insured with the consent of the Company in

- .1 removing debris of
- .2 dismantling and/or demolishing
- .3 shoring up or propping

the portion or portions of the Property Insured destroyed or damaged by any peril hereby insured against

- .4 the clearance or repair of drains or watercourses fouled clogged or damaged following Damage by any peril hereby insured against when the costs or expenses are incurred to enable the Contractor to continue working at the Risk Address of the Works

but excluding any costs or expenses

- (a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (b) arising from pollution or contamination of property not insured by this Section of the Policy or by Extension 11 Pollution clean-up costs

The liability of the Company under this Extension shall not exceed 10 per cent of the Limit of Liability stated in the Schedule

Section 1 - Property - Extensions

6 **Expediting Expenses**

The insurance provided by this Section shall include costs and expenses reasonably incurred by the Insured with the consent of the Company for overtime rates of wages and the cost of special delivery to avoid delay in completion of the Contract Works so far as concerns and directly consequent upon Damage insured against subject to a Limit of Liability of 50 per cent of the final agreed amount of any claim before the deduction of the appropriate Deductible

7 **Free Issue Materials**

The insurance provided by this Section on Materials shall include Free Issue Materials provided that the value of such Materials is included within the Limit of Liability for this Item 1 Contract Works

8 **Joint Insureds**

If stated in the Schedule the insurance provided by this Section protects the separate interests of both the Insured and the Contractor and sub-contractors of each and every tier as may be required by the terms and only to the extent of the Contract the Contractor and each sub-contractor being separately but similarly bound by the terms Exclusions and Conditions of this Section in the same manner as the Employer

9 **Other Interests**

When financial institutions or other parties require the Employer or the Contractor to arrange for this insurance to protect the interest of such other party in any portion of the Property Insured in accordance with any agreement between the Employer (or the Contractor) and such other party then the insurance provided by this Section shall apply in respect of such interest as soon as notice thereof has been delivered to the Company

Confirmation of receipt of such notice shall not be necessary

10 **Plans and Specifications**

The insurance provided by this Section shall include Damage to plans or specifications owned solely by the Employer or for which he is legally responsible of the Contract Works
Provided always that

- .1 in respect of the cost of rewriting or redrawing plans or specifications the Insured need to have such plans or specifications redrawn or rewritten in order to complete the Contract Works
- .2 the liability of the Company under this Extension shall not exceed 1 per cent of the Limit of Liability stated in the schedule for Contract Works or £50,000 whichever is the less

11 **Pollution Clean-up Costs**

The Company will indemnify the Insured for clean-up costs of the Employer's land or property Damaged by any kind of pollution and/or contamination occurring at the Risk Address provided such pollution is a sudden identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance and a properly authorised body deems it necessary for clean-up action to be taken and paid for by the Insured subject to a maximum amount payable of £100,000.

12 **Professional Fees**

The insurance provided by this Section extends to include Architects or Surveyors or Consulting Engineers or other professional fees necessarily and reasonably incurred in the reinstatement of the Property Insured following Damage but not for preparing any claim

The liability of the Company shall not exceed 15 per cent of and in addition to the Limit of Liability stated in the Schedule for the item(s) concerned or £250,000 whichever is the less

Section 1 - Property - Extensions

13 Public Authorities Reinstatement

The insurance provided by this Section shall include such additional cost of reinstatement of the lost destroyed or damaged property hereby insured as maybe incurred solely by reason of the necessity to comply with building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority

Provided always that

- .1 the amount recoverable under this Extension shall not include
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) in respect of Damage occurring prior to the granting of this Extension
 - (ii) in respect of Damage not insured by this Section
 - (iii) under which notice has been served upon the insured prior to the happening of the Damage
 - (iv) in respect of undamaged property or undamaged portions of the property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
 - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
 - (c) the amount of any 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 aforesaid Regulations or Bye-Laws
- .2 the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased

The liability of the Company under this Extension shall not exceed 10 per cent of and in addition to the Limit of Liability stated in the Schedule for the item(s) covered

14 Storage

The insurance provided by this Section on materials within the definition of Property Insured shall include such property in so far as it is not otherwise insured whilst contained within the Insureds main or permanent storage or workshop areas or at the premises of the suppliers or manufacturers but only in respect of materials purchased or manufactured for the Works whilst being temporarily stored pending transfer to the Risk Address.

The liability of the Company shall not exceed 15 per cent of the Limit of Liability stated in the schedule for the Permanent and Temporary Works or £25,000 whichever is the lesser

Section 1 - Property - Exclusions

This Section does not cover

1 Certificate of Completion

Damage to the Property Insured at the Risk Address (or any part thereof)

- .1 in respect of which a Certificate of Completion has been issued
- .2 which has been completed and handed over to the Employer
- .3 which is in use with the permission of either the Insured or the Contractor for any purpose other than the Business defined in the Schedule unless declared to and accepted by the Company

2 Cessation of Work

Damage occurring after the Contractor has substantially ceased to work at the Risk Address in excess of 60 days (other than for normal stoppages at the end of a day at weekends or holidays) unless the Insured has given the Company prior notice in writing with the details of work completed and outstanding and have received the agreement of the Company to continue this insurance and the Insured has agreed to accept any terms as may have been required by the Company

3 Consequential Loss

consequential loss of any kind or description not specifically insured herein

4 Insureds Contribution

the amount as stated in the Schedule

5 Defective Design

Damage to and the cost necessary to replace repair or rectify

- .1 Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- .2 Property Insured damaged to enable the replacement repair or rectification of Property Insured excluded by 5.1 above

Exclusion 5.1 above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof

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

6 Electronic Data

- .1 (a) Damage distortion erasure corruption or alteration of Electronic data from any cause whatsoever (including but not limited to Computer Virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting there from regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic Data means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of such equipment

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature Computer Virus includes but is not limited to Trojan Horses worms and time or logic bombs

Section 1 - Property - Exclusions

6 Electronic Data contd

- .1 (b) However in the event that a peril listed below results from any of the matters described in paragraph 6.1 on the previous page this policy subject to all its terms conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril

Listed Perils
Fire
Explosion

.2 Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from the back-up or from originals of a previous generation These costs will not include research and engineering nor any costs of recreating gathering or assembling such Electronic Data If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media However this policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party even if such Electronic Data cannot be recreated gathered or assembled

7 Existing Structures

Damage to property forming or which has formed part of any structure prior to the commencement of the Contract Works unless specifically insured in the Schedule under Section 5 of Property Insured

8 Inventory Loss

Loss of property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event

9 JCT 21.2.1 or equivalent

Damage incurred under the terms of Clauses 19(2)(a) or 21.2.1 of the Standard Forms of Building Contract of the Joint Contracts Tribunal (or any subsequent revision or substitution thereof) or under the terms of any other contract requiring insurance of a like kind

10 Mechanical or Electrical Breakdown

Damage consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude

- .1 such Damage not otherwise excluded which itself results from any other accidental Damage
.2 subsequent Damage which itself results from a cause not otherwise excluded

11 Money Vehicle Craft etc

Damage in respect of

- .1 money which term shall mean coin bank and currency notes cheques travellers cheques national giro payment orders postal and money orders current unused postage stamps national savings stamps and certificates premium bonds luncheon vouchers credit card and debit card vouchers unused franking machine units trading stamps gift tokens customer redemption vouchers holiday with pay stamps bankers drafts promissory notes bonds securities bills of exchange dividend warrants V.A.T. purchase invoices or other negotiable instruments
.2 any private car van lorry or other vehicle
.3 any airborne or waterborne craft or vessel

12 Penalties

Penalties or fines for delay lack of performance non-completion or non-compliance with the conditions of any contract or reimbursement of any financial guarantees

Section 1 - Property - Exclusions

13 **Pollution**

Damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever other than as provided for under Extension 11.

Nevertheless if a fire arises directly or indirectly from seepage and/or pollution and/or contamination any Damage arising directly from that fire shall (subject to the terms, conditions and limitations of the Policy) be covered.

If the Property Insured sustains Damage for which the Company have paid or agreed to pay then this insurance (subject to its terms, conditions and limitations) insures against Damage to the Insured Property caused by resulting seepage and/or pollutions and/or contamination.

The Insured shall give notice to the Company of intent to claim no later than 12 months after the date of the damage.

14 **Subsidence**

Damage caused by subsidence or heave of the site upon which the Existing Permanent Structure stands or landslip

15 **Territorial Limits**

Damage arising outside the Territorial Limits

16 **Terrorism**

Damage cost or expense of whatsoever nature directly or indirectly arising from biological or chemical contamination and caused by any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(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

This exclusion also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

If the Company alleges that by reason of this Exclusion any Damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

17 **Transit**

Damage to property in Transit

- .1 by sea other than recognized 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle is involved
- .2 which at the time of the happening of Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies
- .3 caused by Theft arising whilst any vehicle belonging to or under the control of the Insured and containing the Property Insured is left unattended unless
 - (a) all doors have been securely locked all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed
 - (b) after the last business Transit of the day until collected by the driver for the next business Transit the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates

18 **Wear and Tear**

Damage caused by or consisting of

- .1 wear and tear corrosion oxidation gradual deterioration wet or dry rot shrinkage dampness frost marring or scratching
- .2 normal upkeep or normal making good

Section 1 - Property - Conditions

1 Average

Cover in respect of Item 5 Existing Permanent Structure is subject to the application of Average: If the cost to rebuild or reinstate shall at the time of any loss be of greater value than 110% of the Limit of Liability stated in the Schedule the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Limit of Liability by this Item bears to the total cost of rebuild or reinstatement

2 Company Access

The Insured shall give to the Company and every person authorised by the Company access to the Property Insured at all reasonable times

3 Company Possession

- .1 The Company shall be entitled without incurring any liability under the Policy to
 - (a) enter any building or premises where Damage has happened and take and keep possession of the Property
 - (b) deal with salvage in any reasonable waybut no property may be abandoned to the Company
- .2 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give the Company all such plans documents books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Limit of Liability thereon
- .3 This policy shall be proof that the Insured has given the Company the licence and authority that it may need to exercise its rights under this Condition

4 Company Rights

Any claimant under this Policy shall at the request and at the expense of the Company take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Company

The Company will not pursue any rights

- .1 against any company being parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured is also a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) order 1986
- .2 against any subcontractor engaged by the Insured if the Contract is being performed under the JCT Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions (or the equivalent thereof)
but this shall only apply to the extent that such waiver of subrogation is required in the above mentioned Amendments and only in so far as such waiver is required by the subcontract

5 Final Contract Value

Any information provided to the Company in accordance with General Condition 15 relating final contract values shall include

- .1 the value of any Materials and equipment provided to the Contractor for incorporation in the Contract
- .2 professional fees incurred in the design and construction of the Contract
- .3 Value Added Tax which is irrecoverable by the Insured

Section 1 - Property - Conditions

6 Joint Code of Practice

This Clause does not apply and shall be considered as deleted if the original Contract price is not more than £3,000,000

If the original Contract price is more than £10,000,000 it shall be considered as a large project for the purpose of paragraph 6.3 of the 2000 edition of the Joint Code

The Insured undertakes to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Fifth Edition dated January 2000 or any subsequent amendment thereto or revised edition thereof current at the commencement of the Contract (as specified in the policy) or subsequent extension in the Period of Insurance hereinafter referred to as the Joint Code

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

In the event of the Company becoming aware of a breach of the Joint Code the Company may inform the construction Site management of the nature of the breach specifying the remedial measures required by the Company (the Remedial Measures) and the period within which these must be completed

Where the Company considers such a breach is of sufficient importance the Company may confirm the same by notice in writing to the Insured

Under the terms of this or any subsequent notice the Company may suspend or cancel all cover under this Policy from the date named in the notice not being a date earlier than the date named for completion of Remedial Measures it being understood that upon suspension such cover will be reinstated when the Company is satisfied that the Remedial Measures have been completed Such notice shall be given by registered post recorded delivery facsimile transmission or by hand

This endorsement shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice waive or remove the rights of the Company under the terms of other policy exclusions and conditions

This endorsement does not apply to any Public Liability insurance provided by the Policy

In the event of cancellation only the Company agrees to return to the Insured a pro rata proportion of the relevant part of the policy premium

7 Marine / Non-Marine Loss Sharing

Upon arrival of the Materials at the Site of the Contract Works they are to be inspected by the Insured for possible Damage incurred during Transit

In the case of unpacked goods where Damage is evident such Damage is to be reported under the marine insurance

In the case of packed goods which are left in their packaging until a later date the packaging is to be visually inspected for signs of possible Damage to the goods

If any sign of Damage is visible the goods themselves are to be unpacked and inspected any Damage discovered is to be reported under the marine insurance

When the packing of the goods manifests no sign of Damage and the goods are therefore left packed any Damage discovered when they are unpacked will be assumed to have occurred during sea or air transit unless there is clear evidence from the nature of the Damage that it could only have occurred after the expiry of the marine insurance

If however no clear evidence can be deducted as to when the Damage was caused the settlement of the loss will be shared equally between the marine insurance and this Policy

Section 1 - Property - Conditions

8 Munitions of War

It is hereby noted and agreed that General Exclusion 3 – War – will not apply to Damage to the Property Insured from or occasioned by the detonation of munitions of war or parts thereof in or about the vicinity of the Risk Address providing that the presence of such munitions does not result from a state of war current at the time of such Damage

9 Security

The Company may refuse to pay a claim should the Insured not ensure that the security protections declared to the Company are in full and effective operation whenever the property is left unattended

This Insurance will only pay up to a maximum of £5,000 any one loss in respect of Permanent and Temporary Works which are on site at the Risk Address and are not within a secure storage area

10 Unoccupied Properties

is a condition precedent that in any unoccupied building insured by this Certificate:

- .1 All gas water and electricity mains suppliers are to be kept disconnected if the property is not being worked on or occupied for the periods in excess of 7 days
- .2 All outside doors are to be kept securely locked to prevent unauthorised entry
- .3 All windows are to be firmly secured at all times
- .4 Regular visits shall be carried out by the Insured (or a representative of the Insured) to physically check the premises and to carry out any work necessary to maintain the security arrangements (by regular the Company requires at least weekly)

Section 2 - Public and Products Liability

In the event of accidental

- A Bodily Injury occurring
- B Damage to material property occurring
- C Trespass Nuisance or Obstruction occurring

during the Period of Insurance within the Territorial Limits and arising in connection with the Business

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of such occurrences

The Company will in addition pay Costs and Expenses in respect of any occurrence to which this Policy applies

Section 2 - Public and Products Liability - Definitions

1 Bodily Injury

shall mean bodily injury to any person and shall include

- .1 death illness and disease
- .2 mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease

2 Business

shall be as stated in the Schedule

3 Contract

shall mean the agreement in writing for the Works to be carried out on behalf of the Insured

4 Contract Works

shall mean the Permanent and Temporary Works carried out or in the course of being carried out on behalf of the Insured at the Risk Address as detailed in the Schedule including any materials for use in connection therewith

5 Costs and Expenses

shall mean

- .1 Costs and Expenses recoverable by any claimant from the Insured
- .2 Costs and Expenses incurred with the written consent of the Company
- .3 the solicitors fees for the representation at any coroners inquest or fatal accident inquiry or in any court of summary jurisdiction
- .4 compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company
 - (a) any director or partner of the Insured £250
 - (b) any Employee £100

6 Damage

shall include loss

Section 2 - Public and Products Liability - Definitions

7 Employee

shall mean any person under a contract of service or apprenticeship with the Insured

Employee shall also include the following while working for the Insured in connection with the Business in which case they will be considered to be employed by the Insured

- .1 any person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
- .2 any labour master and any person supplied by him
- .3 any person engaged as a labour only subcontractor and any person supplied by him
- .4 any self employed person performing work of any kind ordinarily performed under a contract of service or apprenticeship with the Insured
- .5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in employment of the Insured for the duration of such contract or agreement
- .6 any work experience student or trainee

8 Insured

shall mean the party or parties described as such in the Schedule as Employer only (not the Contractor)

9 Limit of Liability

shall mean the maximum amount stated in the Schedule which the Company shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause

Provided always that the liability of the Company for all damages payable in respect of all Bodily Injury and Damage occurring during any one Period of Insurance and caused by Products shall not exceed the Limit of Liability stated in the Schedule

10 Period of Insurance

shall mean the period stated in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a premium

11 Products

shall mean anything sold supplied altered constructed repaired serviced designed tested installed or processed by or on behalf of the Insured including containers packaging or labeling and which is not in the possession of the Insured at the time of the occurrence

12 Site

shall mean the Risk Address as detailed in the Schedule

13 Territorial Limits

shall mean anywhere within Great Britain Northern Ireland the Isle of Man and the Channel Islands

14 Trespass Nuisance or Obstruction

shall mean trespass nuisance or obstruction or interference with any easement right of air light water or way

Section 2 - Public and Products Liability - Extensions

1 **Cross Liabilities Clause**

Where more than one party comprises the Insured (as Employer only) any claim by one Insured party against any other Insured party shall be treated as though the party so claiming is not an Insured party provided that the Limit of Liability shall not be deemed to be increased hereby

2 **Legal Defence Costs Health and Safety at Work Act**

The Company will indemnify the Insured or at the request of the Insured any Employee director or partner of the Insured against legal Costs and Expenses incurred with the prior approval of the Company in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed during the Period of Insurance in the course of the Business including legal Costs and Expenses incurred with the prior approval of the Company in an appeal against conviction arising from such proceedings

Provided that this Extension shall not apply to

- (a) fines or penalties imposed by any court
- (b) proceedings consequent upon any deliberate act or omission
- (c) proceedings relating to matters which affect the safety health and welfare of Employees

3 **Liability for Damage to Leased or Rented Premises**

Exclusion 6.2 of this section – Custody or Control – shall not apply in respect of premises (including fixtures and fittings) leased or rented to the Insured

Provided that this Extension shall not apply in respect of

- .1 liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement
- .2 Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured are entitled to indemnity in respect of such Damage

4 **Motor Contingent Liability**

Exclusion 2.2 of this Section – Aircraft Watercraft Vehicles shall not apply in respect of legal liability of the Insured arising from the use in connection with the Business of any motor vehicle not the property of nor provided by the Insured

Provided that this Extension shall not apply in respect of

- .1 Damage to any such vehicle or its contents
- .2 Bodily Injury or Damage arising while such vehicle is being
 - (a) driven by the Insured
 - (b) driven with the general consent of the Insured or of their representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
 - (c) used elsewhere than within the member countries of the European Union

Section 2 - Public and Products Liability - Exclusions

This Section does not apply to liability

1 Advice

arising out of any instruction advice information or professional service rendered for a fee

2 Aircraft Watercraft Vehicles

arising from or caused by the ownership possession control or use by or on behalf of the Insured of

- .1 any aero spatial device or any airborne or waterborne craft or vessel (other than manually propelled craft) or the loading or unloading of such craft or vessels
- .2 any mechanically propelled vehicle or trailer attached thereto
 - (a) in circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the Territorial Limits
 - (b) whilst being used on any public road in any other country whether or not insurance in respect of liability therefore is compulsory

or the loading or unloading of such vehicle or trailer attached thereto

Provided that there is no indemnity afforded by any motor or other insurance policy this Exclusion will not apply to liability arising from

- (a) the act of loading or unloading or the bringing to or taking away of a load from such vehicle or trailer
- (b) the operation of plant owned or hired as a tool of trade within the Territorial Limits but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force within the Territorial Limits
- (c) Damage caused by vibration or to the surface of roads or bridges (or to anything else beneath the vehicle) due to the weight of the vehicle or its load
- (d) mud or similar substances deposited on roads

3 Asbestos

in respect of any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials and the Company shall have no duty of any kind with respect to any such loss demand claim or suit

4 Clause 21.2.1

in respect of Damage for which the Insured is required by the principal to effect insurance under the terms of Clauses 19(2)(a) or 21.2.1 of the Standard Forms of Building Contract of the Joint Contracts Tribunal (or any subsequent revision or substitution thereof) or under the terms of any other contract requiring insurance of a like kind

5 Contractual Liability

- .1 in respect of Bodily Injury or Damage to material property caused by or arising from Products where such liability has been assumed under an agreement and would not have attached in the absence of such agreement
- .2 other than as described in (1) above where such liability has been assumed under an agreement and would not have attached in the absence of such agreement unless the sole conduct and control of claims is vested in the Company.

6 Custody or Control

in respect of Damage to property

- .1 belonging to the Insured
- .2 in the custody or control of the Insured or any Employee or agent of the Insured
- .3 which comprises the Property Insured and occurring before the date of practical completion or on which a certificate of completion has been issued or after such date if liability attaches solely by reason of the contract

Section 2 - Public and Products Liability - Exclusions

7 **Damage to Products**

in respect of Damage to or any costs or expenses claimed or incurred for repair removal replacement recall disposal or loss of use of any Products out of which the occurrence arises

8 **Insureds Contribution**

the amount for Section – Public and Products Liability stated in the Schedule in respect of the first part of each and every claim

Provided that

- (a) this clause does not apply to liability in respect of Bodily Injury
- (b) if any payment by the Company shall include an amount for which the Insured is responsible hereunder such amount shall be repaid to the Company immediately

9 **Defective Workmanship Design or Materials**

in respect of any costs or expenses claimed or incurred for replacing or making good faulty defective or incorrect

- .1 workmanship
- .2 design or specification
- .3 materials goods or other property supplied installed or erected by or on behalf of the Insured

10 **Employees**

in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in the Business

11 **Penalties**

for fines liquidated damages or under any penalty clause or under any collateral warranty or the like

12 **Pollution**

arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water; but this Exclusion does not apply to Bodily Injury or Damage to material property if such discharge dispersal release or escape is sudden and accidental nor shall it apply up to the Limit of Liability stated in the Schedule

Section 2 - Public and Products Liability - Conditions

1 Products Sold and Supplied

In respect of liability caused by or arising from Products this Section does not apply to liability

- .1 assumed under any contract and/or agreement in respect of Bodily Injury or Damage unless such liability would have attached in the absence of such contract or agreement
- .2 arising from Products knowingly supplied for use or installation in or on aircraft

2 USA/Canada

With regard to this Section it is hereby agreed between the Company and the Insured that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country

- .1 the liability of the Company under this Section in respect of all damages payable together with all Costs and Expenses shall not exceed the Limit of Liability for this Section stated in the Schedule
- .2 regardless of any of the other provisions of this Policy this insurance does not apply to punitive or exemplary damages
- .3 regardless of Exclusion 12 of this Section – Pollution – this insurance does not apply to
 - (a) liability arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water
 - (b) any cost or expense arising out of any governmental demand or request that an Insured test for assess monitor clean-up remove contain treat detoxify or neutralise any irritants contaminants or pollutants

and the Company shall not have the duty to defend any claims or suits seeking to impose any such liability cost or expense or any other relief

It is further agreed between the Company and the Insured that the premium for this insurance has been calculated accordingly

General Conditions

1 Alteration

The Insured shall give notice to the Company of any material alteration or change in circumstances affecting the risk covered and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect or any occurrence due altogether or in part to any such alteration or change

2 Arbitration

If any difference arises as to the amount to be paid under Section 1 – Insured Property of this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

3 Cancellation

The Company may cancel this Policy by sending not less than 30 days notice thereof by recorded delivery letter to the Insured at their last known address In such event the Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been wholly or partly on any estimates the premium shall be adjusted in accordance with General Condition 16 – Premium Adjustment

Notwithstanding the above if the Company has paid a claim under this insurance or requested notification from a Third Party that a claim may be payable the Company shall be entitled to retain the premium in full for the original Period of Insurance requested

If the Company has agreed to accept payment of the first or any renewal premium of this Policy by direct debit installments and a previously unpaid direct debit is again not paid within 15 days of the Company's request for payment the Policy will be cancelled with effect from the original date on which such direct debit instalment was due to be paid

4 Choice of Law

This Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales or Scotland (in respect of any policies issued in Scotland) and except in the case of Scottish policies the Commercial Court of the Queens Bench Division High Court of Justice Strand London WC2A 2LL shall have exclusive jurisdiction in respect of any dispute under this Policy

5 Claims Procedure

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this policy

.1 The Insured shall

- (a) give written notice thereof (and full particulars of the occurrence) to the Company as soon as possible
- (b) notify the Company in writing immediately upon hearing of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy
- (c) forward to the Company immediately on receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
- (d) give all such information and assistance as the Company may require

.2 the Insured shall not negotiate admit liability or make any promise payment or settlement without the Company's written consent

.3 the company shall be entitled

- (a) if and so long as it desires to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
- (b) to prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity

General Conditions

6 **Contracts (Rights of Third Parties) Act**

A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This condition does not affect any right or remedy which exists or is available notwithstanding such Act.

7 **Discharge of Liability**

The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting there from any sum or sums already paid) or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of costs and expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder.

8 **Fraud**

if a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on behalf of the Insured to obtain any benefit under this Policy or if any Damage to the Property Insured or to property used by the Insured for the purpose of the Business is caused by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

9 **Heat Application Condition**

It is a condition precedent that the following precautions are complied with on each occasion there is application of heat involving a naked flame open heat source operations producing sparks or hot air paint stripper at the Insureds premises

- (a) The area of the work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out.

A safe distance shall not be less than fifteen metres when welding or cutting operations are carried out.

Where such precautions are impracticable such material will be covered with non-combustible blankets or screens.

Combustible parts of premises will be similarly protected.

- (b) At least one water (within a capacity of more than 8.2 litres) dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work in full working order and available for immediate use.
- (c) Equipment will be lit as short time as possible before use and extinguished immediately after use.
- (d) Equipment which is lit or switched on will not be left unattended.
- (e) A thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken half an hour after the termination of each period of work.

10 **Interpretation**

For the purposes of this Policy proposal shall mean any signed proposal form, statement of fact, and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any Section of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

11 **Misrepresentation**

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

General Conditions

12 Multiple Insureds

It is noted and agreed that if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Company to all of the insured parties collectively shall not exceed the Limits of Liability including any inner limits set by memorandum or Endorsements stated in the Policy

It is understood and agreed that any payment or payments by the Company to any one or more such insured parties shall reduce to the extent of that payment the Company's liability to all such parties arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate

It is further understood and agreed that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage

It is further understood and agreed that the Company shall be entitled to avoid liability to or (as may be appropriate) claims damages from any of the insured parties in circumstances of fraud misrepresentation non-disclosure or breach of any warranty or condition of this Policy committed by that insurance party each referred to in this clause as a Vitiating Act

It is however agreed that (save as provided in this Multiple Insureds Clause) a Vitiating 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 Vitiating Act

The Company hereby agrees to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances the Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured

13 Non Invalidation Clause

This insurance shall not be invalidated by any act or omission or by an alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured as owner provided that the Insured as owner immediately they become aware thereof shall give notice to the Company and pay an additional premium if required

14 Notice of Adjudication

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or 24 hours thereafter) thereof by telephone to the Company

A notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

15 Precautions

It shall be a condition of this Policy that the Insured shall at their own expense take all reasonable precautions

- .1 for the safety of the Property Insured
- .2 to prevent accidents and shall take all reasonable steps to comply with all statutory obligations bearing upon this insurance and to maintain their ways works machinery plant and Premises in good order and repair
- .3 in the selection of Contractors
- .4 to remedy any defect or danger upon discovery thereof and take such additional precautions as the circumstances may require
- .5 to prevent any circumstances arising or to cease any activity which may give rise to liability under this Policy

General Conditions

16 Premium Adjustment

If the premium under this Policy has been calculated (wholly or in part) upon estimates furnished by the Insured the Insured shall keep proper records containing all particulars relative thereto and the Company shall be allowed to inspect such records at all reasonable times. The Insured shall within one month from the expiry of the Period of Insurance if required by the Company supply to the Company such particulars as the Company may require whereupon the premium shall be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium specified in the Schedule.

17 Reinstatement

If any property is to be reinstated or replaced by the Company the Insured shall at their own expense provide all such documents, books and information as may be reasonably required.

The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Limit of Liability thereon.

General Exclusions

This Section does not cover

1 Radioactive Contamination

- .1 Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- .2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component there

2 Sonic Booms

Damage caused by or consisting of pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds

3 War

Any Damage injury consequential loss or liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities or warlike operation (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

Complaints Procedure

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you feel that we have not offered you a first class service or you wish to make an enquiry regarding this insurance, please contact the intermediary who arranged this insurance for you. If you are still not satisfied, you may write to the Managing Director, Plum Underwriting Limited, 145 Leadenhall Street, London, EC3V 4QT.

If you are still not satisfied, you may write to our Chief Executive of the company at Aspen's head office – the address is shown on your policy.

Aspen Insurance UK Limited is a member of the Financial Ombudsman Service (FOS) and in limited circumstances, you can approach them for assistance if you remain dissatisfied with our response. Those limited circumstances are where the policy is taken by:

- a) An individual
- b) A business with an annual group turnover of less than £1m
- c) A charity with annual income of less than £1m and
- d) A trustee of a trust that has a net asset value of less than £1m

The FOS's contact details are FOS, South Quay, 183 Marsh Wall, London, E14 9SR, Phone: 0845 080 1800.
e-mail: enquiries@financial-ombudsan.org.uk

Financial Services Authority

Aspen Insurance UK Limited, authorised and regulated by the Financial Services Authority, registration Number 202644. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Data Protection

Plum Underwriting Limited, Aspen Insurance UK Limited and its group companies ('Aspen') will use the information supplied during the formation and performance of this Policy for policy administration, customer services, paying claims and fraud prevention. We may disclose this information to our service providers and both you and our agents for these purposes. We will keep this information for a reasonable period.

Where sensitive personal data has been disclosed, including any medical or criminal record information, we will also use this information for the above purposes. We may also transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. A contract will be in place to ensure the information transferred is protected.

Individuals whose information has been supplied to us have a right to ask for a copy of that information and to have any inaccuracies corrected. We may record telephone calls to make sure it follows instructions correctly and for staff training purposes.

When personal or sensitive data is supplied to us about third parties other than the Insured, both during the formation and performance of this policy, we assume that those third parties consent to the supply of this information to us, to us processing this data, including sensitive personal data, and to the transfer of their information abroad. We will also assume that the supplier of the Information is authorised to receive on their behalf, any data protection notices.

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