

## Property Developers' Policy



INSURANCE  
CORPORATION

## **Welcome**

Welcome to the Insurance Corporation of the Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

### **Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

# Statutory Status – Important Notice to Insureds

## Registered Insurer

Insurance Corporation of the Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission, and is also licensed and regulated by the Jersey Financial Services Commission and the Insurance and Pensions Authority in the Isle of Man.

Insurance Corporation of the Channel Islands Limited is a member of the RSA Group of Companies.

## Customer Care

### Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place.

Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email [icci.claims@insurancecorporation.com](mailto:icci.claims@insurancecorporation.com)

In the event of an emergency outside normal business hours, please ring 07781 108739, where you will be able to speak to Channel Islands Adjusters, our preferred loss adjuster for large or emergency insurance claims.

Please quote your Policy Number which can be found on your Schedule.

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

# Property Developers' Insurance Policy

## Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Insurance Corporation of the Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Mark Marshall  
Managing Director, Insurance Corporation of the Channel Islands

# Property Developers' Insurance

## Policy Conditions applicable to All Sections

### Observance

It is a requirement of the Insurer, that the following conditions apply to all sections of the Policy, except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

### Abandonment

The Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

### Action by the Insured

A In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy the Insured shall provide immediate notice (or on the first working day thereafter) thereof by telephone to the Insurer

B In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Insured shall:

- i) notify the Insurer without delay
- ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
- iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
- iv) deliver to the Insurer at the Insured's expense
  - a) full information in writing of the loss
  - b) details of any other insurances on any Property hereby insured

within 30 days after such Damage (7 days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow

- c) all such proofs and information relating to the claim as may be reasonably required
  - d) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- C In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Business Interruption the Insured shall also
- i) deliver to the Insurer at the Insured's expense within 7 days of its happening full details of any loss caused by riot, civil commotion strikers, locked-out workers taking part in labour disturbances or malicious persons
  - ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Insurer considers such non-compliance to be immaterial to the loss

### Alterations

This Policy shall be terminated if:

- A the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
  - B the Insured's Interest ceases otherwise than by death
- or
- C any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Insure and in respect of 3C) the Insurer agrees not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Insurer would not have entered into this Policy on any terms,
- ii) the Insured shall pay an appropriate additional Premium if required by the Insurer with effect from the date of the alteration,
- iii) the Insurer shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators Where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Insurer.

### Cancellation

This Policy may be cancelled

- A by the Insurer sending thirty days' notice to the Insured's last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurer,
- B by the Insurer sending seven days' notice to the Insured's last known address in the event of non-payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums,
- C by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurer.

### Cessation Of Work

If from any cause work on the site of The Works shall cease for a period exceeding 3 consecutive months then the Insurer shall have no liability for Damage occurring upon such site unless otherwise expressly stated and agreed by the Insurer in writing.

Failure to comply with the following Conditions will result in a claim being rejected or settlement reduced unless the Insurer considers such non-compliance to be immaterial to the loss.

### **Contribution**

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured, insuring any Damage covered by this Policy, the liability of the Insurer hereunder shall be limited to its rateable proportion of such loss.

### **Currency**

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling.

### **Current Cost Accounting**

Any adjustment implemented in current cost accounting shall be disregarded.

### **Declaration**

The Premium payable under this Policy is provisional and subject to adjustment.

At the end of each period of insurance the Insured shall declare to the Insurer any information specified as Declaration Information in the Schedule or in the Policy where the Section is stated as being covered in the Schedule.

The actual premium shall be calculated at the rates applicable on the amounts declared. If the actual premium differs from the provisional premium the Insured shall pay or the Insurer shall refund the difference subject to a minimum retention by the Insurer of any Minimum Retained Premium referred to in the Schedule or 50% of the provisional premium whichever is the greater.

### **Emptying Of Tanks**

From the time of commencement of emptying fluid from any tank the Insured shall ensure that all valves and vents intended to be open shall be padlocked in an open position. Where covers of such valves and vents cannot be padlocked in an open position they shall be dismantled and placed in a secure store until completion of emptying operations.

### **Economic, Financial or Trade Sanctions**

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known address.

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

### **Limit of Liability**

In the event that the Insured consists of more than one party or legal entity the liability of the Insurer shall not exceed the amount for which the Insurer would have been liable had such Damage been sustained by any one of the Insured parties or legal entities.

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made:

- A unless Reinstatement commences and proceeds without unreasonable delay
- B until Reinstatement has been carried out
- C if the Property insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Insurer shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time.

### **Maintenance and Inspection**

The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

### **Multiple Lifting**

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulations 8 and BS7121 specification for multiple lifting.

### **Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent Damage.

### **Right to Examine**

The Insurer representatives shall have the right to examine the Property at all reasonable times.

### **Rights of Recovery**

Any claimant under this Policy shall at the request and expense of the Insurer provide such information and cooperation as the Insurer may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer.

### **Preferred Suppliers**

We take pride in the claims service we offer to our customers our philosophy is to repair or replace lost or damaged property where we consider it appropriate and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement then payment will normally not exceed the amount we would have paid our preferred supplier.

## Property Insurance Section

### Definitions applicable to this Section

**1 Damage** shall mean

physical loss physical destruction or physical damage

**2 Development** shall mean

the constructional work as described in the Schedule together with any existing buildings if insured

**3 Property Insured** shall mean

|                      |   |  |
|----------------------|---|--|
| Constructional Works | } | all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are responsible at the site of the Development used or for use in connection with the Development |
| Existing Buildings   |   |  |
| Temporary Buildings  |   |  |
| Constructional Plant |   |  |
| Hired-in Property    |   |  |

but excluding

- A) property which is more specifically insured
- B) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money and stamps
- C) aircraft hovercraft or watercraft or any property therein or thereon

**4 Constructional Works** shall mean

the permanent works and temporary works executed in performance of the Development including materials and equipment to be incorporated therein

but excluding

- A) the Completed Works except as specifically provided
- B) property (including property being altered or repaired) existing at the time of the commencement of the Development other than materials supplied and delivered for incorporation therein

**Completed Works** shall mean any part of the permanent works

- i) which has been completed and handed over or taken into use with the permission of the Insured for a purpose other than for the performance of the Development
- or
- ii) in respect of which a certificate of completion has been issued by or to the Insured except subcontract works for which responsibility is transferred to the main contractor

If the handover or usage of any part of the Development or if a certificate of completion in respect thereof is subject to testing and commissioning of machinery or plant those works shall not be considered as being Completed Works during the period of testing or commissioning up to a maximum of 14 days

**5 Existing Buildings** shall mean

- A) buildings (including foundations) built mainly of brick stone concrete or other non-combustible materials
- B) landlord's fixtures and fittings (including fixed glass and fitted carpets) and tenants improvements for which the Developer is responsible in on or around the Buildings
- C) furnishings and other contents of common parts of the Buildings
- D) walls gates fences and Services

existing at the commencement of the Development but excluding unless specifically notified to and accepted as insured by the Insurer land roads pavements car parks and hardstandings piers jetties bridges culverts excavations and trees

**Services** shall mean telephone gas electricity water mains drains and sewers electrical instruments meters piping cabling and the accessories thereon providing services to or from the Existing Buildings

All being the property of the Developer or for which they are responsible and situate at the site of the Development

- 6 Temporary Buildings** shall mean temporary buildings including their fixtures and fittings but excluding Hired-In Property
- 7 Constructional Plant** shall mean constructional plant tools and equipment but excluding Temporary Buildings and Hired-In Property
- 8 Hired-In Property** shall mean Temporary Buildings and Constructional Plant (both as defined above) which are on hire
- 9 Contract Value** shall mean the Contract Price plus
- i) the value of any materials and equipment provided by the Developer for incorporation in the Constructional Works
  - ii) professional fees incurred in the design and construction of the Development
  - iii) Value Added Tax which is irrecoverable by the Insured
- 10 Territorial Limits** shall mean Great Britain Northern Ireland the Isle of Man or the Channel Islands

---

## The Insurance Provided by the Property Insurance Section

---

If Damage by any cause not excluded occurs at the site of the Development to any of the Property Insured described in the Schedule the Insurer will pay to the Insured in accordance with the provisions of the insurance the amount of loss or at its option reinstate or replace such property

Provided that

- 1 the Insurer's liability in respect of all losses arising out of any one occurrence of Damage shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability
- 2 the Insured's Contribution (meaning the amount(s) specified in the Schedule which the Insured agrees to pay) will be payable before the Insurer shall become liable to make any payment
- 3 if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each Insured party

**subject to** the total liability of the Insurer to all of the Insured parties collectively shall not exceed the Sums Insured and Limits of Indemnity including any inner limits set up by memorandum or endorsement stated in the policy

It is understood and agreed that any payment or payments by the Insurer to any one or more such Insured parties shall reduce to the extent of that payment the Insurer's liability to all such parties arising from any one event giving rise to a claim under this policy

**In respect of Existing Buildings and Constructional Works which have suffered Damage** the Insurer will pay the following costs

**A the cost of removing debris** being

the cost incurred with the Insurer's consent in

- i) removing debris dismantling demolishing shoring up and propping portions of the Property Insured
- ii) clearing cleaning or repairing Services at the site of the Development as a result of Damage to the Property Insured

but excluding any costs or expenses

- a) incurred in removing debris from outside the site of the Development (or other locations insured) other than from the surface area immediately adjacent to the perimeter thereof
- b) incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance

Provided that in respect of pollution or contamination the Insurer's liability arising from the removal of debris from car parks roads pavements and similar surfaces all constructed of solid materials shall not exceed in respect of any one occurrence 10% of the Sum Insured or £250,000 whichever is the less and in the aggregate in any one Period of Insurance £1,000,000

**B the cost of reinstatement** being

- i) where the property is destroyed or lost the cost of rebuilding or in the case of materials and equipment the cost of its replacement by similar property
- ii) where the property is damaged the cost of repairing or restoring the damaged portions

to a condition substantially the same as but not better or more extensive than its condition when new

**C the cost of complying with European Union and Public Authorities' Stipulations** being

such additional cost of rebuilding or repair of the Property Insured as may be incurred with the Insurer's consent in complying with Stipulations first imposed upon the Insured following the Damage

The Insurer's liability in respect of the cost of complying with Stipulations relating to undamaged portions of the building (other than foundations) is limited to 15% of the amount the Insurer would have been liable to pay to reinstate the building or item of contents had it been wholly destroyed

The Insurer shall not be liable for any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations

**Stipulations** shall mean European Union legislation or Building Regulations or public authority or other statutory requirements

**D the cost of professional fees** being

those necessarily incurred in the repair reinstatement or replacement of the Property Insured consequent upon Damage thereto for which indemnity is provided by this Policy (but not for preparing any claim) The amount payable shall not exceed that authorised under the scales of the various institutes and bodies regulating such charges

**E the cost of replacing plans and documents** being

the clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other Development documents damaged within the Territorial Limits provided that the liability of the Insurer shall not exceeding £50,000 in respect of any one occurrence of Damage

**F the cost of expediting repair reinstatement or replacement** being

the additional costs of overtime weekend and shift working plant hire charges express delivery (including air freight) necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provided that the liability of the Insurer shall not exceeding £50,000 in respect of any one occurrence of Damage

**G the cost of replacing free issue materials** being

materials supplied by the Employer for incorporation into the Constructional Works provided that the value of such materials is included within both the Contract Value and declaration value in accordance with General Memorandum 3 of this insurance

The undernoted provisions apply

## **Alternative Basis of Settlement**

The Insurer's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- i) until the cost of reinstatement has actually been incurred
- ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Insurer will pay the cost of reinstatement as defined under paragraph B) above less an appropriate deduction for wear and tear plus the costs under paragraphs A C D E F and G above

## **Partial Damage**

Where Damage occurs to only part of the property the Insurer's liability shall not exceed the amount which the Insurer would have been liable to pay had the property been wholly destroyed

## **European Community and Public Authorities' Requirements**

The Insurer shall not be liable in respect of cost B for any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations referred to in cost B

## Underinsurance

Unless otherwise stated in the Schedule this provision is applicable to any item covering Existing Buildings

If at the time of the Damage the Declared Value (as stated in the Schedule) is less than 85% of the Insurable Amount the Insurer shall only be liable for that proportion of the amount otherwise payable which the Declared Value bears to the Insurable Amount

**Declared Value** shall mean

the base value shown in brackets below the sum insured but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

**Insurable Amount** shall mean

the total cost of reinstating the Property Insured (if destroyed) to a condition substantially the same as will exist on completion of the Development (or in the case of an item covering only Existing Buildings to a condition substantially the same as existing at the commencement of the Period of Insurance) at the level of costs applying at the commencement of the Period of Insurance

The total cost referred to shall include the costs of removing debris or complying with European Community and Public Authorities Stipulations and professional fees

## In respect of Temporary Buildings Constructional Plant and Hired-In-Property

the Insurer will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of

- i) removing debris
- ii) complying with European Community and Public Authorities Requirements
- iii) professional fees

as stated in costs A C and D above and subject to the provisions and exceptions applying to those costs

The undernoted extension applies

### **Immobilised Plant**

The Insurer will pay the cost of recovery or withdrawal of constructional plant or equipment which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement

---

## Exclusions applicable to the Property Insurance Section

---

The indemnity will not apply to

- 1** the costs of
  - A) replacing repairing or rectifying any
    - i) 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
    - ii) Property Insured which is damaged to enable the replacement repair or rectification of Property Insured by i) aboveExclusion 1 A) i) above shall not apply to other Constructional Work which is free of the defective condition but is damaged in consequence thereof
  - B) replacing repairing or rectifying any
    - i) Property Insured which is in a defective condition by reason of wear and tear rust mildew or other gradual deterioration of such Property Insured or any part thereof
    - ii) Property Insured which is damaged to enable the replacement repair or rectification of Property Insured by i) aboveExclusion 1 B) i) above shall not apply to other Constructional Work which is free of the defective condition but is damaged in consequence thereof
  - C) normal upkeep or normal making good
- 2** Damage
  - A) for which the Insured is relieved of responsibility under the conditions of any contractual agreement
  - B) to any item of machinery plant tools or equipment caused by its own breakdown or its own explosion
  - C) to any item of machinery or plant caused by its testing or commissioning but this shall not apply to Damage
    - i) which occurs within 14 days from the start of the testing or commissioningor
    - ii) caused by fire
  - D) to any property in transit which is left unattended within the vicinity of or at the permanent address of the Insured or any of the Insured's employees unless held within a secure compound warehouse or garage
- 3** unexplained disappearance or inventory shortage misfiling or misplacing of information
- 4** penalties under contract for delay or non-completion or consequential loss of any nature whatsoever except as specifically insured
- 5** Damage
  - A) occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - B) occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or nationalisation confiscation requisition seizure or destruction by the government or any public authority
  - C) to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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

**6** This insurance does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

B) in Northern Ireland

1) riot or civil commotion

2) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to damage by fire or explosion

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

Terrorism shall mean any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear

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

**7** the Insured's Contribution (as shown in the Schedule or any Memorandum) being the first part of each and every loss to be borne by the Insured as ascertained after the application of all other terms and conditions of the insurance

In the event of Damage to property where more than one Insured's Contribution is applicable then only the highest amount shall be deducted

**8** Damage caused to the Existing Buildings happening during the Period of Insurance and caused by collapse subsidence heave 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 Constructional Works

- 9 a) Damage to Data which shall include but shall not be limited to
- i) loss destruction or corruption of Data whether in whole or in part
  - ii) unauthorised appropriation of use of access to or modification of Data
  - iii) unauthorised transmission of Data to any third parties
  - iv) damage arising out of any misinterpretation use or misuse of Data
  - v) damage arising out of any operator error in respect of Data
- b) Damage to the Property Insured arising directly or indirectly from
- i) the transmission or impact of any Virus
  - ii) unauthorised access to a System
  - iii) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - iv) Failure of a System
  - v) Any of the matters described in paragraph a) above

but this shall not exclude Damage to the Property Insured caused by fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion except in Northern Ireland strikers locked-out workers persons taking part in labour disturbances storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal accidental escape of water from any automatic sprinkler system installation subsidence ground heave or landslip provided that such Damage does not arise by reason of any malicious act or omission or theft

#### **Definitions applicable to Exclusion 9**

|                     |   |
|---------------------|---|
| Damage              | means for the purposes of this Exclusion accidental loss or destruction of or damage to the Property Insured and any accidental loss or destruction or damage to Data   |
| Data                | means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware   |
| Failure of a System | means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities   |
| System              | includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation  |
| Microchip           | a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers   |
| Virus               | programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not |

---

## General Memoranda applicable to the Property Insurance Section

---

### 1 Automatic Reinstatement after a Loss

In the absence of written notice by the Insured or the Insurer to the contrary within 30 days of the occurrence of any Damage the Insurer's liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover from the date of the incident to the date of the expiry of the Period of Insurance and any such additional premium will be disregarded for the purposes of any adjustment of premium under General Memorandum 3

### 2 Cessation of Work

If from any cause work ceases on the site of the Development for a continuous period of 90 days immediate notice in writing must be given to the Insurer with the details of work completed and outstanding and the Insurer on receipt of such notice may at its discretion agree continuation of this insurance at special terms to be agreed

### 3 Contract Value and Contract Period Declaration

The premium for this insurance being based upon the estimated Contract Value and estimated date of completion the Insured shall upon final completion of the Development declare the actual Contract Value and date of completion and pay any additional premium due

### 4 Defects Liability (or Maintenance) Period and I.C.E. Standard Conditions of Contract

The Insurer will indemnify the Insured subject to the provisions and exclusions of the Policy for Damage to the permanent works or any part thereof occurring during

- A) any Maintenance or Defects Liability Period not exceeding 12 months duration or as specified in the Schedule but only in respect of Damage for which the Insured is liable arising from a cause occurring prior to the commencement of the maintenance period
- B) a period of 14 days after the Engineer shall have issued a certificate of completion where required under Clause 21 of the Institute of Civil Engineers' Contract Conditions (Fifth Edition) if applicable (or any subsequent revision or substitution thereof)

or for Damage to work actually being undertaken during such maintenance period solely in connection with the Insured's obligations under the Contract to remedy a defect or complete any snagging list and any constructional plant insured under items 4 and 5 for use in connection therewith

## **5 Joint Code of Practice on the Protection from Fire of Construction Sites etc.**

This Memorandum shall apply where the Estimated Contract Value of the Development is greater than or equal to £3,000,000

The Insured undertakes to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception of the policy herein after referred to as The Joint Code

For the purpose of Paragraph 6.3 of the June 1997 edition of The Joint Code any contract having an original contract price in excess of £20m shall be deemed to be a Large Project

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

In the event of the Insurer becoming aware of a breach of The Joint Code the Insurer may inform the Main/Management Contractor's Construction Site management of the nature of the breach specifying the remedial measures required by the Insurer (the Remedial Measures) and the period within which these must be completed

Where the Insurer considers such a breach is of sufficient importance the Insurer may confirm the same by notice in writing to the Developer and the Main/Management Contractor and the first named party forming the Insured when this is not the Developer or Main/Management Contractor at their respective addresses nominated by the Insured at inception of cover or as subsequently amended

Under the terms of this or any subsequent notice the Insurer may suspend or cancel all cover under the policy from the date named in the notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension such cover shall be reinstated when the Insurer 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 Memorandum shall not in itself be considered a condition precedent to liability but inclusion shall not prejudice waive or remove the rights of the Insurer under the terms of other policy exclusions and conditions

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

## **6 Other Interests**

The interest in the Property Insured of any party entering into an agreement with the Insured (or any principal of the Insured) is noted in this insurance in respect of that part of the Property Insured to which the agreement relates and to the extent that the agreement requires such interest to be noted

## **7 Property Away from the Site of Development**

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured (in so far as it is not otherwise insured) elsewhere in Great Britain Northern Ireland the Isle of Man the Channel Islands and the Republic of Ireland (other than at any contract site) as indicated below

- A) In respect of the item on Constructional Works materials and equipment whilst
  - i) temporarily stored (but not whilst being worked upon) in a secure compound or warehouse
  - ii) in transit
- B) In respect of the items on Temporary Buildings Constructional Plant and Hired-In-Property
  - i) property (other than mechanically propelled constructional vehicles and plant) whilst stored in a secure compound or warehouse or in transit
  - ii) mechanically propelled constructional vehicles and plant whilst being transported to or from the site of the Development

Under extension A) i ) the limit of liability for any one loss is 15% of the sum insured by the item in respect of the Constructional Works or £25,000 (whichever is the less) but this shall not apply where and in so far as it is necessary for the Insured to comply with Clauses 16 and 30 of the JCT Conditions of Contract or Clause 54(3) of the I.C.E. Form of Contract or any equivalent thereof

## **8 Reinstatement by the Insurer**

The Insurer may at its own option reinstate or replace any property which suffers Damage without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

## **9 Secondary Contracts**

The insurance includes Damage (as insured) in respect of subsequent contracts awarded by the Developer for fitting out or installation of plant or machinery subject to the value of such contracts not exceeding 20% of the Estimated Contract Value of the Development and being included in the declaration of the Contract Value on final completion

## **10 Series Losses**

Where Damage of or to the Property Insured occurs continuously or intermittently during one period of 72 consecutive hours caused by storm tempest flood escape of water or earthquake it shall be deemed to be a single event and therefore constitute one loss for the purpose of the application of the Insured's Contribution

## **11 Concealed Damage**

In the event of Damage to Property Insured by a cause not excluded being discovered after the risk has terminated under any Marine Insurance policy and after proper investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to termination of the marine venture or subsequently the Insurer shall contribute 50 per cent of the properly adjusted claim provided that the Marine Cargo Transportation Insurers also agree to contribute 50 per cent of such adjusted claim to be without prejudice to the subsequent final apportionment of the claim as may be agreed between the Insurer and the Marine Cargo Transportation Insurers

## **12 Minimisation of Loss Expenses**

If upon the happening of any cause not excluded resulting in actual Damage or the threat of imminent Damage to the Property Insured expenses are necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise further Damage arising from that occurrence or to allow execution of the Constructional Works to continue then the Insurer will (subject to the terms of this Section insofar as they can apply) indemnify the Insured in respect of such expenses

Provided that

- i) the liability of the Insurer shall be limited to 10 per cent in respect of any one occurrence of Damage or such larger amounts as the Insurer may in writing approve
- ii) the Insurer shall not be liable for costs and expenses incurred to prevent or minimise further occurrences or happenings of a similar nature

## **13 Exhibitions and Models**

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to exhibition display models and similar promotional equipment subject to a limit of £50,000 in respect of any one occurrence of Damage in addition to the Limits of Liability shown in the Schedule under Items 1 and 2 thereof

## **14 Munitions**

Exclusion 5 B) will not apply to Damage from or occasioned by the presence of munitions of war in or about the vicinity of the site of the Development insured hereunder

Provided that the presence of such munitions does not result from a state of war current at the time of such Damage

## Income Insurance Section

### Definitions applicable to this Section

- 1 Damage** shall mean  
physical loss physical destruction or physical damage
- 2 Development Cost** shall mean  
the total of all costs of the Development including the costs of site acquisition financing construction selling and overheads
- 3 Property Insured** shall mean
- |                      |   |   |
|----------------------|---|---|
| Constructional Works | } | all being the property of the Insured or for which they are responsible at the site of the Development used or for use in connection with the Development |
| Existing Buildings   |   |   |
| Temporary Buildings  |   |   |
| Constructional Plant |   |   |
| Hired-in Property    |   |   |
- but excluding
- i) property which is more specifically insured
  - ii) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money and stamps
  - iii) aircraft hovercraft or watercraft or any property therein or thereon
- 4 Development Profit** shall mean  
the amount by which the selling price (being the price at which but for the Damage the Development would have been sold at the commencement of the Indemnity Period) exceeds the Development Cost
- 5 Indemnity Period** shall mean  
the period of delay in the letting (or sale) of the Development in consequence of the Damage beginning with the date upon which but for the Damage rent would have commenced to be earned (or the sale of the Development would have been completed) and ending not later than the Maximum Indemnity Period (as shown in the Schedule) subject to the Defer Period
- 6 Defer Period**  
The Indemnity Period shall not commence until after the Defer Period (being the number of days shown in the Schedule) has elapsed
- 7 Insurable Amount** shall mean
- |   |   |   |
|---|---|---|
| for the purpose of indemnity provision 1) in respect of a delay in the letting of the Development | } | such amount to be proportionately increased if the Maximum Indemnity Period exceeds twelve months |
| - the annual amount of Rent at which but for the Damage the Development would have been fully let |   |   |
| for the purpose of indemnity provision 2) in respect of a delay in the sale of the Development    |   |   |
- the interest which would be payable for a period of twelve months from the commencement of the Indemnity Period on loans equivalent to the selling price of the Development
- 8 Rent** shall mean  
the income (including service charges) which would have been payable to the Insured for accommodation and services to be provided at the Development

---

## The Insurance Provided by the Income Insurance Section

---

The Insurer will pay to the Insured in accordance with the provisions of the insurance the amount of loss resulting from the interruption or interference if Damage by any cause not excluded occurs at the site of the Development to property comprising the Development or to other property used in connection with its construction and such Damage causes interruption of or interference with the programme for the construction and marketing of the Development

provided that

- 1 payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property  
or  
payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- 2 the Insurer's liability in respect of all losses arising out of any one occurrence of Damage shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

### The Insurance Provided

**In respect of Loss of Rent (or Interest)** the Insurer will pay as indemnity any loss as described below unavoidably suffered or reasonably incurred by the Insured solely in consequence of the Damage

- 1 **in respect of a delay in the letting of the Development**  
the loss of Rent the amount payable being the actual shortfall in Rent received during the Indemnity Period less any savings in charges or expenses which would have been payable out of the Rent  
or
- 2 **in respect of a delay in the sale of the Development**
  - A) the loss relating to the Development Cost the amount payable being
    - i) the additional interest incurred on capital borrowed to finance the Development Cost during the Indemnity Period
    - ii) the investment interest lost by the use of the Insured's own funds to finance the Development Cost during the Indemnity Period
  - B) the loss relating to the Development Profit the amount payable being
    - i) the interest incurred on capital borrowed (solely to offset in whole or part the loss of use of Development Profit) for the purpose of financing other developments during the Indemnity Period
    - ii) the investment interest lost to the Insured during the Indemnity Period on any balance of the Development Profit (after deduction of any capital borrowed as provided for under i))
  - C) the loss in respect of acquisition costs and associated expenses of raising (or extending) the loans referred to in A) and B) the amount payable being the actual amount of such expenditure

**In respect of Additional Costs of Construction (Unbuilt Works)** in the event of delay in completion of the Development or any part thereof due solely to Damage to the permanent or temporary works the Insurer will pay to the Insured the additional amount by which the actual cost of the permanent or temporary works uncommenced at the date of the Damage shall exceed the cost which would have been incurred had the Damage not occurred provided that such additional amount shall solely relate to the effect of inflation on the cost of materials usage of plant and labour

This item does not include any amount

- A) which would have been incurred irrespective of whether the Damage had occurred
- B) incurred solely to expedite the completion of the Development or any part thereof at an earlier date than would have been attained had the Damage not occurred
- C) incurred in redesigning the permanent and temporary works or any increase in costs as a result of such redesigning
- D) resulting from any delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of the permanent or temporary works suffering Damage
- E) in respect of any
  - i) additional insurance premiums
  - ii) head office management expenses of any contractor or sub-contractor
  - iii) idle time plant and labour costs
  - iv) additional finance charges or legal expenses
  - v) out of sequence working
- F) arising from any other consequential losses not specifically provided for herein
- G) incurred which is excluded elsewhere in the Policy
- H) incurred in respect of alterations additions improvements rectification of defects or faults or elimination of any deficiencies carried out after the occurrence

**In respect of Additional Overhead Costs** the Insurer will pay in the event of delay in completion of the Development or any part thereof due solely to Damage to the permanent or temporary works to the Insured any additional overhead costs (including additional legal fees marketing letting selling and administration costs) incurred by the Insured

The undernoted provisions apply to Item 1 of the Schedule only

### **Expediting Costs**

The Insurer will also pay any

- A) costs of expediting reconstruction
- B) other additional costs

necessarily and reasonably incurred solely in consequence of the Damage to avoid or minimise the loss otherwise payable but excluding any costs which can be covered by any other item of this insurance

### **Income from other Developments**

If because of the Damage delaying completion of the Development the Insured shall let or sell other developments or premises the loss payable shall be reduced by the amounts of

- A) Rent received
- B) savings in interest payable
- C) interest earned (or which could have been earned) on the balance of the sale proceeds after repayment of capital borrowed

which accrue to the Insured's benefit during the Indemnity Period in consequence of the Damage

### **Maximum Interest Rate**

The assessment of the loss in respect of interest shall be at a rate of not more than 4% above the London Interbank Offered Rate applying during the Indemnity Period

### **Underinsurance**

If the Sum Insured by Item 1 of the Schedule is less than 85% of the Insurable Amount the Insurer's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Sum Insured bears to the Insurable Amount

---

## Exclusions applicable to the Income Insurance Section

---

This insurance does not cover loss resulting from

- 1**      A)      replacing repairing or rectifying any
- i)      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
  - ii)     Property Insured which is damaged to enable the replacement repair or rectification of Property Insured by i) above

Exclusion 1 A) i) above shall not apply to other Constructional Work which is free of the defective condition but is damaged in consequence thereof

- B)      replacing repairing or rectifying any
- i)      Property Insured which is in a defective condition by reason of wear and tear rust mildew or other gradual deterioration of such Property Insured or any part thereof
  - ii)     Property Insured which is damaged to enable the replacement repair or rectification of Property Insured by i) above

Exclusion 1 B) i) above shall not apply to other Constructional Work which is free of the defective condition but is damaged in consequence thereof

- C)      normal upkeep or normal making good

**2**      Damage

- A)      to any item of machinery plant tools or equipment caused by its own breakdown or its own explosion
- B)      to any item of machinery or plant caused by its testing or commissioning but this shall not apply to Damage
- i)      which occurs within 14 days from the start of the testing or commissioning
  - or
  - ii)     caused by fire
- C)      to any property in transit which is left unattended within the vicinity of or at the permanent address of the Insured or any of the Insured's employees unless held within a secure compound warehouse or garage

**3**      unexplained disappearance or inventory shortage misfiling or misplacing of information

**4**      penalties under contract for delay or non-completion or consequential loss of any nature whatsoever except as specifically insured

**5**      Damage

- A)      occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- B)      occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or nationalisation confiscation requisition seizure or destruction by the government or any public authority
- C)      occasioned by or happening through or occasioning loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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

**6** This insurance does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- C) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- D) in Northern Ireland
- 3) riot or civil commotion
- 4) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to damage by fire or explosion

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

Terrorism shall mean any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear

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

- 7**
- a) Damage to Data which shall include but shall not be limited to
    - i) loss destruction or corruption of Data whether in whole or in part
    - ii) unauthorised appropriation of use of access to or modification of Data
    - iii) unauthorised transmission of Data to any third parties
    - iv) damage arising out of any misinterpretation use or misuse of Data
    - v) damage arising out of any operator error in respect of Data
  - b) Damage to the Property Insured arising directly or indirectly from
    - i) the transmission or impact of any Virus
    - ii) unauthorised access to a System
    - iii) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
    - iv) Failure of a System
    - v) Any of the matters described in paragraph a) above

but this shall not exclude Damage to the Property Insured caused by fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion except in Northern Ireland strikers locked-out workers persons taking part in labour disturbances storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal accidental escape of water from any automatic sprinkler system installation subsidence ground heave or landslip provided that such Damage does not arise by reason of any malicious act or omission or theft

### Definitions applicable to Exclusion 7

|                     |   |
|---------------------|---|
| Damage              | means for the purposes of this Exclusion accidental loss or destruction of or damage to the Property Insured and any accidental loss or destruction or damage to Data   |
| Data                | means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware   |
| Failure of a System | means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities   |
| System              | includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation  |
| Microchip           | a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers   |
| Virus               | programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not |

---

## General Memoranda applicable to the Income Insurance Section

---

### **1 Automatic Reinstatement after a Loss**

In the absence of written notice by the Insured or the Insurer to the contrary within 30 days of the occurrence of any Damage the Insurer's liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover

### **2 Professional Accountants Charges**

The Insurer will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Insurer under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

---

## Extensions applicable to the Income Insurance Section

---

### 1 Damage to Other Property including Prevention of Access

The insurance is extended to include loss as insured resulting from

- A) Damage in Great Britain Northern Ireland the Isle of Man and the Channel Islands (other than at any site of the Development or at the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials) to
  - i) a) materials and equipment to be incorporated in the Development whilst temporarily stored in a secure compound or warehouse or in transit (but excluding transit by sea unless otherwise accepted in writing by the Insurer)
  - b) temporary buildings and constructional plant (including such property hired-in) other than mechanically propelled constructional vehicles and plant whilst temporarily stored in a secure compound or warehouse or in transit (but excluding transit by sea unless otherwise accepted in writing by the Insurer)
  - c) mechanically propelled constructional vehicles and plant whilst being transported to or from the site of the Development (but excluding transit by sea unless otherwise accepted in writing by the Insurer)
  - ii) any premises occupied by the Insured solely as offices
  - iii) any premises occupied solely as offices by any contractor or professional firm engaged by the Insured in connection with the design construction letting or sale of the Development
- B) Damage to any phase or other part of the Development which is not the subject of this insurance
- C) prevention or hindrance of access to or use of the Development in consequence of Damage to property in the vicinity of the Development

provided that the Insurer's liability after the application of all other terms and conditions of the insurance shall not exceed in respect of any one occurrence 20% of the Sum Insured by Item 1 or £250,000 whichever is the less

### 2 Unspecified Suppliers

The insurance is extended to include loss as insured resulting from Damage at the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which the Insured obtains electricity gas or water provided that the Insurer's liability after the application of all other terms and conditions of the insurance shall not exceed in respect of any one occurrence 5% of the Sum Insured by Item 1 or £250,000 whichever is the less (unless otherwise stated in the Schedule)

### 3 Failure of Utilities

In respect of the insurance by this Section the term Damage is extended to include the failure of the public supply of

- a) electricity at the terminal ends of the supply authority's service feeders at the Development
- b) gas at the supply authority's meters at the Development
- c) water at the supply authority's main stop cock serving the Development

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought

provided that the Indemnity Period shall not begin until 24 hours after the commencement of the failure of supply and that the Insurer's liability after the application of all other terms and conditions of the insurance shall not exceed in respect of any one occurrence 5% of the Sum Insured by Item 1

#### 4 Denial of Access (Non-Damage)

The insurance includes loss as insured caused by prevention or hindrance of access to the Development or prevention of use of the Development in consequence of any property or rights of way in the immediate vicinity of the Development being

- A) occupied by terrorists or persons thought to be terrorists
- B) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- C) thought to contain or actually containing a harmful device provided that the police are immediately informed
- D) closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is
  - i) the condition of the Development or the business carried on within the Development
  - ii) the Insured's non compliance with a prior order of the police or any statutory body
  - iii) action taken as a result of drought or diseases or other hazards to health

provided that

- a) the Insurer shall not be liable for
  - i) loss arising from any cause within the control of the Insured
  - ii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
  - iii) any incident involving prevention or hindrance of access or use for less than 24 hours duration
- b) for the purposes of this extension only the Indemnity Period shall mean:
  - the maximum period from the date of the Damage for which the Insurer shall be liable to pay any loss such period being three months
- c) the Insurer's liability after the application of all other terms and conditions of the insurance shall not exceed in respect of any one occurrence 5% of the Sum Insured by Item 1 or £100,000 whichever is the less

## Public Liability Insurance Section

### Definitions applicable to this Section

**1 Person Entitled to Indemnity** shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
  - i) any principal
  - ii) any director or partner of the Insured
  - iii) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- iv) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

**2 Employee** shall mean

any individual under a contract of service or apprenticeship with the Insured

**3 Person Employed** shall mean

any

- A) Employee
  - B) labour master and individuals supplied by him
  - C) individual employed by labour only sub-contractors
  - D) self employed individual (not being in partnership with the Insured)
  - E) individual hired to or borrowed by the Insured
  - F) individual undertaking study or work experience while under the supervision of the Insured
- } while under the direct control and supervision of the Insured

**4 Injury** shall mean

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

**5 Property** shall mean

material property but shall not include Data

**6 Data** shall mean

information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**7 Business** shall mean

Completion of the Development stated in the Schedule including

- A) ownership repair and maintenance of the Insured's own property
- B) provision and management of canteen social sports and welfare organisations for the benefit of any Person Employed and first aid fire and ambulance services

The Business is conducted at or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**8 Event** shall mean

one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**9 Insured's Contribution** shall mean

the amount or amounts specified in the Schedule which the Insured agrees to pay

- 10 Asbestos** shall mean  
crocidolite amosite chrysotile fibrous actinolite fibrous anthrophyllite or fibrous tremolite or any mixture containing any of those minerals
- 11 Asbestos Dust** shall mean  
fibres or particles of Asbestos
- 12 Asbestos Containing Materials** shall mean  
any material containing Asbestos or Asbestos Dust

---

## The Insurance Provided by the Public Liability Insurance Section

---

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission happening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
  - A) costs of legal representation at
    - i) any coroner's inquest or inquiry in respect of any death
    - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above which may be the subject of indemnity under this Section
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the Insurer's written consent

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Insurer to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Insurer in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Insurer shall be liable to make any payment
- 3 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Insurer the claims arising out of such Event can be settled The Insurer will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurer may be responsible prior to the date of such payment
- 4 if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each Insured party

**Provided that** the total liability of the Insurer to all of the Insured parties collectively shall not exceed the Sums Insured and Limits of Indemnity including any inner limits set up by memorandum or endorsement stated in the policy

It is understood and agreed that any payment or payments by the Insurer to any one or more such Insured parties shall reduce to the extent of that payment the Insurer's liability to all such parties arising from any one event giving rise to a claim under this policy

## Exclusions applicable to the Public Liability Insurance Section

The indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
  - A) mechanically propelled vehicle other than legal liability arising out of
    - i) the use of plant as a tool of trade on site
    - ii) the use of plant at the premises of the Insured
    - iii) the loading or unloading of any vehicle  
except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
  - B) aircraft or other aerial device
  - C) aerospace device
  - D) hovercraft
  - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2 for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
  - A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
  - C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance  
Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place
- 5
  - A) in respect of loss of or damage to any
    - i) product supplied
    - ii) contract work executed } by the Insured  
caused by any defect therein or the unsuitability thereof for its intended purpose
  - B) for the costs of recall removal repair alteration replacement or reinstatement of any
    - i) product supplied
    - ii) contract work executed } by the Insured  
necessitated by any defect therein or the unsuitability thereof for its intended purpose
- 6 arising from or in connection with
  - A) advice
  - B) design
  - C) specification } provided for a fee
- 7 arising from or in connection with any
  - A) product supplied
  - B) contract work executed } by the Insured  
where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

- 8** for the costs of remedying
- A) any defect or alleged defect
  - B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the Insured
- 9** for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- 11** for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- 12** for
- A) fines or penalties
  - B) compensation ordered or awarded by a court of criminal jurisdiction
  - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 13** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations 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 thereof
- 14** arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

---

## Extensions applicable to the Public Liability Insurance Section

---

### 1 Compensation for Court Attendance

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

- A) any director or partner of the Insured £500
- B) any Employee £250

### 2 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Insurer will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man

### 3 Cross Liabilities

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

### 4 Data Protection Act 1998 or equivalent Channel Islands' laws

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Insurer will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998 or any equivalent Channel Islands' laws

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998 or any equivalent Channel Islands' laws

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying or erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

## 5 **Overseas Personal Liability**

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

---

## Legal Defence Costs Insurance Section

---

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Insurer's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

In respect of a breach of

- 1** the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any equivalent Channel Islands' laws where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2** Part II of the Consumer Protection Act 1987 or any equivalent Channel Islands' laws

Provided that

- 1** the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - i) the Insured
    - ii) any partner or director of the Insured
    - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2** the indemnity will apply only where shown in the Schedule
- 3** the Insurer may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurer the claims arising can be settled but including any amount for which the Insurer may be responsible prior to the date of such payment The Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 4** if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each Insured party

Provided that the total liability of the Insurer to all of the Insured parties collectively shall not exceed the Sums Insured and Limits of Indemnity including any inner limits set up by memorandum or endorsement stated in the policy

It is understood and agreed that any payment or payments by the Insurer to any one or more such Insured parties shall reduce to the extent of that payment the Insurer's liability to all such parties arising from any one event giving rise to a claim under this Policy

- 5 The indemnity will not apply to proceedings which result directly or indirectly by or arises out of the Failure of a System  
Definitions applicable to Exclusion 5

For the purposes of this Exclusion

- A. Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
  - 1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
  - 2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)
- B. System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- C. Microchip includes integrated circuits and microcontrollers

---

## JCT Clause 21.2.1 (or equivalent) Insurance Section

---

### Definitions applicable to this Section

- 1 **Insured's Contribution** shall mean  
The amount or amounts specified in the Schedule which the Insured agrees to pay
- 2 **Works** shall mean  
All work executed or to be executed in respect of the Development except in so far as any part or parts thereof are the subject of a practical completion certificate
- 3 **Period of Insurance** shall mean  
The period of Insurance shown in the Schedule plus the maintenance or defects liability period also as shown in the Schedule

---

## The Insurance Provided by the JCT Clause 21.2.1 (or equivalent) Insurance Section

---

The Insurer will indemnify the Insured in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of injury or damage to any property happening during the Period of Insurance and caused by collapse subsidence heave 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 Works

Provided that in respect of

- A) any one occurrence
  - B) all incidents considered by the Insurer to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere
- 1 the Insured's Contribution will be payable before the Insurer shall become liable to make any payment
  - 2 the liability of the Insurer shall not exceed the Limit of Indemnity in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause but the Insurer will in addition pay all costs and expenses incurred with its written consent in the defence investigation or settlement of any claim
  - 3 in connection with any claim or claims against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid other than for costs and expenses) or any less amount for which such claim or claims can be settled and the Insurer shall thereupon relinquish the control of such claim or claims and be under no further liability in connection therewith except for costs and expenses for which the Insurer may be responsible in matters prior to the date of such payment
  - 4 if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the Same manner and to the same extent as if individual policies had been issued to each Insured party

Provided that the total liability of the Insurer to all of the Insured parties collectively shall not exceed the Sums Insured and Limits of Indemnity including any inner limits set up by memorandum or endorsement stated in the policy

It is understood and agreed that any payment or payments by the Insurer to any one or more such Insured parties shall reduce to the extent of that payment to the Insurer's liability to all such parties arising from any one event giving rise to a claim under this policy

---

## Exclusions applicable to the JCT Clause 21.2.1 (or equivalent) Insurance Section

---

The indemnity will not apply

- 1** in respect of injury or damage
  - A) caused by the negligence omission or default of the contractor his servants or agents or of any sub-contractor his servants or agents
  - B) attributable to errors or omissions in the designing of the Works
  - C) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
  - D) for which cover is provided under any other insurance effected for the benefit of the Insured singly or jointly
  - E) which is the responsibility of the Employer under clause 22C.1 of the JCT Standard Form of Building Contract (1980 Edition) or any equivalent thereof
- 2** in respect of damage to the Works or to property of any kind brought on to the site of the Development for the purpose of the execution of the Development
- 3** in respect of any costs or expenses incurred by the Employer or any other sums payable by the Employer in respect of damages for breach of contract except to the extent that such costs or expenses or damages would have attached in the absence of such contract
- 4** in respect of any expense liability loss claim or proceedings by reason of injury or damage to property directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place
- 5** in respect of damage to property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 6** to any expense liability loss claim or proceedings of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - A) ionising radiations 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 thereof
- 7** in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

---

## Conditions applicable to the JCT Clause 21.2.1/19(2)(a) (or equivalent) Insurance Section

---

- 1** The Insured shall give to the Insurer immediate written notice with full particulars of any occurrence which may give rise to a claim (regardless of the Insured's Contribution)
- 2** The Insured shall forward to the Insurer every letter writ summons and process in connection with such occurrence immediately on receipt
- 3** The Insured shall give written notice to the Insurer immediately the Insured has knowledge of any prosecution in connection with any occurrence which may give rise to liability under this insurance
- 4** No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured singly or jointly without the written consent of the Insurer
- 5** The Insurer shall (in the name of the Insured singly or jointly) be entitled to take over and conduct the defence or settlement of any claim or to prosecute any claim for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- 6** The Insured shall give all such assistance as the Insurer may require
- 7** There shall be no material deviation from the working methods advised to the Insurer without prior notification to and acceptance by the Insurer
- 8** In the event of any loss or damage as insured under this Policy the Insured shall without delay cease the operation causing or which may be causing the loss or damage until the Insurer has approved in writing the resumption of such activities

# 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.

## Complaints Procedure

### Step 1

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.

### Step 2

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

Post: The Managing Director,  
Insurance Corporation of the Channel Islands Ltd,  
P O Box 160, Dixcart House,  
Sir William Place,  
Guernsey,  
GY1 4EY.  
Email: [complaints@insurancecorporation.com](mailto:complaints@insurancecorporation.com)

### Step 3

If you are not satisfied with our final response to your complaint, you may be eligible to refer your case to one of the Financial Ombudsmen shown below:

#### 1 Channel Islands

Post: Channel Islands Financial Ombudsman (CIFO),  
P O Box 114,  
Jersey JE4 9QG.  
Telephone Guernsey: 01481 722218  
Jersey: 01534 748610  
Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

#### 2 United Kingdom

or in respect of Compulsory UK insurance you may be eligible to refer your case to the UK Financial Ombudsman,

Post: Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London E14 9SR.  
Telephone: 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### 3 Isle of Man

Or in respect of respect of the Isle of Man you may be eligible to refer your case to

Post: The Financial Services Ombudsman Scheme,  
Isle of Man Office of Fair Trading,  
The Slieau Whallian,  
Foxdale Road, St John's,  
Isle of Man, IM4 3AS, British Isles.  
Telephone: 44 (0)1624 686500  
Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

# Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

## Who are we?

We are Insurance Corporation of the Channel Islands Limited, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services.

## Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed. We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance. We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury). Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data). In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

**Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

**Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

**Necessity** to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

**Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.

**Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);

With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide.

For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

## What are your rights over the information that is held by Insurance Corporation

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information we hold about you is inaccurate, or;
  - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.

5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:

- a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)
- In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

# Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:  
The Data Protection Officer  
Insurance Corporation  
P.O. Box 160  
Dixcart House  
Sir William Place  
St. Peter Port  
Guernsey, GY1 4EY

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [complaints@insurancecorporation.com](mailto:complaints@insurancecorporation.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are:  
Data Protection Office  
Guernsey Information Centre  
North Esplanade  
St Peter Port  
Guernsey  
GY1 2LQ

## Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

### Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

### Financial Services Compensation Scheme- UK only

Royal and Sun Alliance Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

