



Miscellaneous policy summary



CHISWELL INSURANCE

Summary of covers

This is an overview of some of your policy's most important parts. It tells you some of the situations when you could make a claim on your insurance.

You can also check how to claim or make a complaint.

For full details of the cover, terms and conditions please see the full Policy wording.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy. This means that you must tell us about all material information which are likely to influence us in the acceptance of the terms or pricing of your policy.

If you have any doubts as to whether any information is material you should provide it to us. Failure to disclose any material information may invalidate your policy in its entirety or may result in your policy not responding to all or part of a claim.

This policy will run for 12 months or as shown on the schedule.

If you need help accessing this document, please contact us at:

[accessibility@
simplybusiness.co.uk](mailto:accessibility@simplybusiness.co.uk)

Just tell us your policy number, the documents you need, and your accessibility requirements and we'll do our best to help you.

Policy summary – general terms

What We do not cover

In addition to the exclusions set out in the sections of cover you have purchased, we do not cover any claim, loss or liability directly or indirectly due to:

- war or civil commotion in Northern Ireland;
- pressure waves caused by any airborne devices travelling at sonic or supersonic speeds;
- irradiation and contamination by nuclear material;
- asbestos;
- confiscation
- anything that has been or should have been notified under any other insurance;
- virus or hacking;
- any business conducted or transacted via any internet or extranet, your own website, internet site or web address or the transmission of e-mail or documents by electronic means. However, this does not apply to any claim under the Professional indemnity section of the policy or to any claim for liability due to your products, where applicable;
- the amount of the excess;
- loss or damage to data;
- dishonesty of you or an employee; or
- where the provision of such cover would expose us to any trade or economic sanctions or violation of any laws.

What to do when things go wrong

- You must provide notification as soon as possible, and in any event within 14 days of, any claim against you or anything that is likely to lead to a claim against you, or any other act, incident or event that could lead to a claim under the policy.
- You must notify the police immediately in the event of any claim arising from vandalism, theft or attempted theft or loss or money.
- You must let us have any information and assistance we require in relation to any claim.
- You must not make any admission of liability, payment or offer of settlement or incur any costs without our agreement.

How to make a claim

When providing your notification, please use the following contact details, quoting your certificate number stated in the policy schedule:

Address: Simply Business Claims Team
PO Box 76
Cardiff
CF11 1JX

Email: simplybusiness@uk.sedgwick.com

Telephone: 0333 207 0560

Cancellation by you

You can cancel this policy at any time by giving us 30 days' notice in writing. We will return any premium you have paid that relates to the period after the effective date of cancellation, provided You have not made a claim under the Policy.

Cancellation by us

We can cancel the policy at any time by giving you 30 days' notice in writing by email. Where you have failed to pay your premium, or any instalment of the premium, this period is reduced to 7 days. If you pay by instalments and you fail to pay after the 7 days' notice period, cancellation will take effect from the date the funds ran out. We will return any premium you have paid that relates to any period after the date the cancellation takes effect, provided you have not made a claim under the Policy.

Complaints and enquiries

We are dedicated to providing the highest level of customer satisfaction in all areas of Our business. However, if for any reason You have a query or feel that the service You receive has fallen below those standards, You should report this to Us at soon as possible. All complaints will be handled promptly and a policy of open communication will be adopted. Any enquiry or complaint should be addressed in the first instance to:

Address: Simply Business
Northampton 900
900 Pavilion Drive
Northampton
NN4 7RG

Email: customerservices@simplybusiness.co.uk

Telephone: 0333 014 6683

If We are unable to respond to Your complaint within 8 weeks or if You remain dissatisfied, You may be able to refer Your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that considers complaints about insurance products. You can contact the Financial Ombudsman Service using the details shown below:

Address: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9 123

We will be bound by any decision of the Financial Ombudsman Service, but You are not. Following the complaints procedure does not affect Your right to take legal action.

Who is your insurer?

Your Policy is underwritten by:

1. HDI Global Specialty SE: a German insurance company with its headquarters at HDI Platz 1, 30659, Hannover, Germany and its UK branch office address:

Address: 20 Gracechurch Street
London
EC3V 0BG

HDI Global Specialty SE is authorised and regulated by BaFin. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from **Us** on request.

2. Great Lakes Insurance UK Limited:

Address: 1 Fen Court
London
EC3M 5BN

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

and is arranged under a binding authority by:

1. Xbridge Ltd t/a Simply Business (Simply Business):

Address: 4th Floor, Hylo
105 Bunhill Row
London
EC1Y 8LZ

Simply Business is authorised and regulated by the Financial Conduct Authority.
Simply Business' register number is 313348.

You can check the FCA website at <http://www.fca.org.uk> which includes a register of all the firms the FCA regulate or You can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if We cannot meet Our obligations under the Policy, depending on the type of business and the circumstances of the claim.

For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the claim. For other classes of insurance the advising and arranging of insurance is covered for 90% of the claim. There is no upper limit in either case.

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

Address: Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Email: enquiries@fscs.org.uk

Telephone: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

Policy summary – property damage – buildings

This policy is designed to meet the demands and needs of businesses who want cover for damage to their buildings.

Full details of the terms can be found in your policy.

What is covered

We will cover you up to the sum insured for damage to buildings.

We will also cover:

- costs of refilling, recharging or replacing any fire extinguishing appliances, fire suppression systems or sprinkler installation heads or tanks;
- costs of reinstating or repairing landscaped gardens and grounds at the premises caused by the emergency services;
- costs incurred to locate the source of a leak and repair any damage caused as a result following escape of water or oil;
- accidental loss of metered water;
- costs of replacing the locks for the premises or any safe or strongroom at the premises, following theft of such keys;
- costs incurred to remove debris, dismantle or demolish and shore up or prop any buildings following covered damage;
- fees of any architects, surveyors, consulting engineers, lawyers and other professionals incurred in the repair or reinstatement of any buildings;
- any purchaser of the buildings for damage occurring between exchange of contracts and completion;
- any buildings you build or acquire or any alterations, improvements or additions, provided you tell us within 30 days;
- rent owed in respect of buildings which are unfit for occupation as a result of damage; and
- loss of rent owed to you.

Please note that some of these covers may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the ‘claims settlement’ section of the policy.

What We do not cover:

We do not cover damage:

- directly or indirectly caused by:
 - hidden defect;
 - gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, mould, fungus or mildew;
 - frost;
 - dampness, dryness, change in temperature or a change in the water table;
 - faulty or defective design or materials or workmanship;
 - cleaning, restoring, repairing or fitting;
 - operational error or omission;
 - bursting by steam pressure of any boiler;
 - leaking joints;
 - marring or scratching;
 - vermin or insects; or
 - any items own mechanical or electrical breakdown or failure; or
- directly or indirectly caused by theft or attempted theft where force and violence are not used, or by illegal activity by you or an occupier;
- pollution, unless itself caused by damage or arising from a sudden incident;
- directly or indirectly caused by subsidence, landslip, settlement or ground heave, unless caused by or consisting of one of the items shown in the wording;
- to any building caused by its own collapse or cracking with no external cause;
- directly or indirectly caused by terrorism;
- directly or indirectly caused by the use of heat;
- to any buildings that are unoccupied for more than 45 days, other than where caused by fire, lightning, earthquake or aerial impact;
- to piers, jetties, bridges, channels or excavations or growing stock or trees;
- to any property in the course of any building works, other than where caused by one of the causes shown in the wording;
- to land;
- to buildings of non-standard construction, unless we have agreed otherwise;
- directly or indirectly caused by stoppage of work; or
- to any item in the open, fences or gates caused by wind, rain, hail, sleet, snow, flood or dust.

We do not cover any:

- consequential losses, other than loss of rent;
- extinguishment expenses that are recoverable from the fire service or maintenance company or relate to an unmaintained appliance; or
- costs for removing debris other than from the site of the damage or an adjacent site, or which arise from pollution.

If the sum insured is less than the cost to replace the covered buildings, we can proportionately reduce the amount we pay for any covered loss.

Obligations:

- You must maintain and close all firebreak doors and shutters and service and maintain all fire extinguishing appliances.
- You must maintain any sprinklers and fire alarms, carrying out routine tests.
- You must ensure that you have an inspection contract in place for all equipment that requires an inspection by law.
- You must remove all keys whenever the premises are closed for business or are unattended.
- You must let us know as soon as possible if any building becomes unoccupied or occupied. If it does, you must comply with the obligations set out in the policy wording.
- You must let us know about any act, omission or alteration that increases the risk of damage that was unknown to you at the time or outside your control.
- Contractors may undertake minor works at the property without affecting the cover.
- We won't refuse cover because of something that increases the risk of damage that wasn't known to you and was outside your control.
- You must ensure that all water meters are checked at least once a month and a report kept, with any unusual fluctuations being reported to the supplier as soon as possible.

Policy summary – property damage – contents and stock

This policy is designed to meet the demands and needs of businesses who want cover for damage to their contents and stock.

Full details of the terms can be found in your policy.

What is covered

We will cover you up to the sum insured for damage to contents and stock whilst at the premises or contents, stock and personal effects whilst in transit.

We will also cover:

- costs of refilling, recharging or replacing any fire extinguishing appliances, fire suppression systems or sprinkler installation heads or tanks;
- accidental loss of metered water;
- costs of replacing the locks for the premises or any safe or strongroom at the premises, following theft of such keys;
- costs incurred to remove debris of contents following covered damage;
- fees of any architects, surveyors, consulting engineers, lawyers and other professionals incurred in the repair or reinstatement of any buildings;
- damage to contents whilst temporarily away from the premises for the purposes of cleaning, renovation, repair or similar purposes;
- loss or damage to your documents and computer system records whilst temporarily premises not occupied by you; and
- following damage to contents whilst in transit, damage to tarpaulin and ropes on the transit vehicle, costs of transferring contents to another vehicle, costs of re-loading, costs of removing debris and costs of breaking up or dismantling the contents.

Please note that some of these covers may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover

We do not cover damage:

- directly or indirectly caused by:
 - hidden defect;
 - gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, mould, fungus or mildew;
 - frost;
 - dampness, dryness, change in temperature or a change in the water table;
 - faulty or defective design or materials or workmanship;
 - cleaning, restoring, repairing or fitting;
 - subsidence;
 - operational error or omission;
 - bursting by steam pressure of any boiler;
 - leaking joints;
 - marring or scratching;
 - vermin or insects; or
 - any items own mechanical or electrical breakdown or failure; or
- directly or indirectly caused by theft or attempted theft:
 - not involving force and violence;
 - to property in the open;
 - committed by anyone lawfully on the premises; or
 - of money, jewellery or other items set out in the policy wording;
- directly or indirectly caused by theft or attempted theft by you, your partners and directors, employees or your family members;
- directly or indirectly caused by fraud or dishonesty of you, your employee or anyone responsible for the buildings;
- directly or indirectly caused by you voluntarily parting with property as a result of a scheme, trick, device or false claim;
- pollution, unless itself caused by damage or arising from a sudden incident;
- directly or indirectly caused by inventory loss or unexplained shortage or disappearance;
- directly or indirectly caused by terrorism;
- to any item in the open, fences or gates or items whilst in transit, unless specifically covered;

- directly or indirectly caused by any process of production, packing, treatment or testing;
- to items in any buildings that are unoccupied for more than 45 days, other than where caused by fire, lightning, earthquake or aerial impact;
- to motor vehicles designed or licensed for road use, piers, jetties, bridges, channels or excavations or livestock, growing stock or trees;
- to documents, manuscripts, business books or computer systems, other than the cost of materials and labour to reproduce them;
- damage to any glass that was already cracked or scratched or arising from repairs or alterations to the premises or as a result of fire, lightning, explosion or earthquake;
- directly or indirectly caused by virus or hacking to any computer or other item;
- damage to contents in any building of non-standard construction, unless we agree otherwise;
- to contents whilst in transit by air or sea;
- to any item in an unattended vehicle, unless all windows and doors are locked and properly fastened;
- to any item underground unless it is stored more than 15 cm off the ground; or
- damage to any item whilst in transit caused by any of the causes set out in the policy wording.

We do not cover any:

- consequential losses, other than where specifically covered;
- extinguishment expenses that are recoverable from the fire service or maintenance company or relate to an unmaintained appliance; or
- costs for removing debris other than from the site of the damage or an adjacent site, or which arise from pollution.

If the sum insured is less than the cost to replace the covered property, we can proportionately reduce the amount we pay for any covered loss.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy

Obligations

- You must maintain and close all firebreak doors and shutters and service and maintain all fire extinguishing appliances.
- You must maintain any sprinklers and fire alarms, carrying out routine tests.
- You must remove all keys whenever the premises are closed for business or are unattended.
- You must ensure that you have an inspection contract in place for all equipment that requires an inspection by law.
- You must let us know as soon as possible if any building becomes unoccupied or occupied.
- You must let us know about any act, omission or alteration that increases the risk of damage that was unknown to you at the time or outside your control.
- Contractors may undertake minor works at the property without affecting the cover.
- We won't refuse cover because of something that increases the risk of damage that wasn't known to you and was outside your control.

Policy summary – business interruption

This policy is designed to meet the demands and needs of businesses who want cover for losses suffered as a result of an interruption to their business.

Full details of terms can be found in your policy.

What is covered

We will cover you up to the sum insured for your losses arising from an interruption to the business caused by:

- damage to property, including at contract sites;
- damage to property which impacts or prevents access to the premises; or
- failure to the public supply of electricity, gas, water, electricity or telecommunications to the terminal ends of the suppliers feed to the premises.

If you are covered on a gross revenue basis, we will pay your loss of gross revenue, increased costs of working and additional increased costs of working.

If you are covered on an increased costs of working basis, we will pay increased costs of working and additional increased costs of working.

Please note that some of these covers may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover

We do not cover loss:

- due to damage that is not insured under a property damage policy;
- due to a failure in public utilities caused by a deliberate decision of the supply authority or due to weather conditions;
- any loss if your business is wound up or permanently discontinued;
- due to any communicable disease.

If the sum insured is less than your annual gross revenue, we can proportionately reduce the amount we pay for any covered loss.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the ‘claims settlement’ section of the policy.

Policy summary – public and products liability

This policy is designed to meet the demands and needs of businesses who want cover for claims arising from bodily injury or property damage to property belonging to others.

Full details of terms can be found in your policy.

What is covered

We will pay compensation up to the limit of indemnity in respect of claims against you for:

- death, bodily injury, illness, disease or mental injury to any person;
- property damage;
- obstruction, trespass or nuisance;
- interference with any right of way, air or light; or
- wrongful arrest, detention, imprisonment or eviction.

We will also cover:

- any principal of yours and anyone you are undertaking activities for in the course of the business;
- compensation for death, bodily injury, illness, disease or mental injury to any person or property damage:
 - arising from the use of a motor vehicle in certain limited circumstances set out in the policy; or
 - arising under the Defective Premises Act 1972, the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001;
- for accidental property damage to employees' and visitors' vehicles and personal property in your custody or control;
- your, or any partner, director or employee of you (including any spouses of dependent children) against liability incurred in their personal capacity whilst outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man;
- accidental damage to premises which are hired, rented or loaned to you;
- defence costs for defending any criminal prosecution alleging breach of statutory duty under the Health and Safety at Work etc. Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978, or manslaughter, corporate manslaughter or corporate homicide;

- your liability for death, bodily injury, illness, disease or mental injury under any contract;
- your liability for claimants legal costs and expenses;
- defence costs; and
- costs for anyone to attend court as a witness in connection with a covered claim.

We will also insure each person or entity covered under this section as if a separate policy has been issued to each of them.

Please note that some of these covers and certain types of claim may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover

We do not cover liability directly or indirectly due to:

- repairing, removing, replacing, reapplying, rectifying or reinstating any products or works;
- or arising under any express warranty, indemnity or guarantee;
- death, bodily injury, illness, disease or mental injury to any employee;
- loss or destruction of property belonging to you, leased, hired or rented to you, held in trust by you or which is in your care, custody or control or which must be insured under the terms of clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal;
- owning, possessing or the use of any aircraft or hovercraft, watercraft exceeding 8 meters in length, motor vehicle, trailer or plant;
- pollution unless arising from a sudden incident;
- the Defective Premises Act 1972, other than where specifically covered;
- any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by you for a fee;
- offshore work;
- any deliberate act or omission by you;
- any contract, unless liability would have arisen in its absence;
- any fines, penalties, liquidated, punitive, aggravated, restitutionary, exemplary or multiplied damages;
- any abuse;
- any avionics product;
- for breach of competition laws;

- for breach of duties owed by your directors and officers;
- due to your insolvency or other financial difficulties;
- for claims brought by connected companies;
- claims in North America;
- high risk work or the use of any heat, unless agreed before the start of the policy;
- any communicable disease; or
- property being worked on, cleaned or maintained.

We do not cover any claim, loss or liability directly or indirectly due to:

- war or civil commotion in Northern Ireland;
- pressure waves caused by any airborne devices travelling at sonic or supersonic speeds;
- irradiation and contamination by nuclear material;
- asbestos;
- confiscation;
- anything that has been or should have been notified under any other insurance;
- virus or hacking;
- any business conducted or transacted via any internet or extranet, your website, internet site or web address or the transmission of e-mail or documents by electronic means;
- loss or damage to data; or
- dishonesty by you or an employee.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy.

Obligations

- You must provide notification as soon as possible, and in any event within 14 days of, any claim against you or anything that is likely to lead to a claim against you, or any other act, incident or event that could lead to a claim under the policy.
- You must notify the police immediately in the event of any claim arising from vandalism, theft or attempted theft or loss or money.
- You must let us have any information and assistance we require in relation to any claim.
- You must not make any admission of liability, payment or offer of settlement or incur any costs without our agreement.
- In respect of any health and safety costs:
 - we may at any reasonable time inspect any property and in the event of any defect or danger being identified, give written notice that our liability is suspended.
 - we will pass the claim to a third party service provider to administer the claims settlement on our behalf.

Policy summary – employers' liability

This policy is designed to meet the demands and needs of businesses who want cover for claims arising from bodily injury to their employees.

Full details of the terms can be found in your policy.

What is covered

We will pay compensation up to the limit of indemnity in respect of claims brought against you for death, bodily injury, illness, disease or mental injury to an employee.

We will also:

- pay any outstanding amounts to an employee in respect of any judgment for damages in respect of death, bodily injury, illness, disease or mental injury sustained by the employee, where the judgement has not been paid in full 6 months after the date of judgment;
- pay defence costs for defending any criminal prosecution alleging breach of statutory duty under the Health and Safety at Work etc. Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978, or manslaughter, corporate manslaughter or corporate homicide;
- insure each person or entity covered under this section as if a separate policy has been issued to each of them;
- cover working partners as if they are employees;
- cover your liability for claimants legal costs and expenses; and
- pay defence costs.

Please note that some of these covers and certain types of claim may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover

We do not cover liability for:

- death, bodily injury, illness, disease or mental injury suffered by an employee whilst in or on or entering or getting onto, or alighting from, a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where you are entitled to cover under any other insurance;
- death, bodily injury, illness, disease or mental injury suffered offshore;
- fines, penalties, liquidated, punitive, aggravated or multiplied damages; or
- death, bodily injury, illness, disease or mental injury suffered by an employee who is normally based outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy.

Policy summary – professional indemnity – miscellaneous professionals

This policy is designed to meet the demands and needs of businesses who want cover for claims arising from professional advice and services they provide.

Full details of the terms can be found in your policy.

What is covered

We will pay compensation up to the limit of indemnity in respect of claims against you for:

- negligence;
- breach of a term implied into a contract by s.13 Supply of Goods and Services Act 1982 or s.14 Sale of Goods Act 1979;
- infringement of copyright, patent or registered design;
- loss of or damage to documents, including electronic documents unless otherwise excluded;
- defamation;
- fraud or dishonesty of an employee; or
- any other civil liability,

arising in the course of your professional business within the territorial limits after the retroactive date.

We will also pay:

- your liability for claimants' legal costs and expenses;
- defence costs;
- court attendance costs;
- accountant's fees to verify the amount of a loss arising from the dishonesty of an employee;
- at our discretion, fees owed to you by a client or costs incurred to rectify a breach, where in our opinion doing so may prevent a client bringing a claim against you or the reduce the amount of such claim.

Please note that some of these covers and certain types of claim may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover:

We do not cover liability directly or indirectly due to:

- fraud or dishonesty by anyone other than an employee;
- any deliberate act by you, any act which you knew or ought to have known might lead to a claim, or the specification of a product you knew or ought to have known was defective, harmful or not suitable for its intended purpose;
- any contract, unless the liability would have arisen in the absence of the contract;
- bodily injury or damage to property arising from any product;
- removing from sale, repairing or replacing any product where it is known, alleged or suspected to be harmful or deficient;
- death, bodily injury, illness, disease or mental injury to any employee or breach of any duty owed by you as an employer;
- anything you knew or ought to have known might lead to a claim against you before the policy started;
- your ownership, possession or use of any buildings, premises, land or structures;
- damage to property owned by, leased, hired, rented or entrusted to you or which is in your care, custody and control;
- the ownership, possession or use of any vehicle;
- pollution;
- any fines, penalties, liquidated, punitive, aggravated or multiplied damages;
- any trading loss or your insolvency;
- any director or officer acting in such capacity;
- any claim by any entity with a controlling interest in you, or in which you have a controlling interest;
- any claim in which you are acting in a partnership or joint venture, unless agreed by us;
- any claim made within or to enforce a judgment obtained in a court within the USA or Canada;
- high risk work, unethical work or conduct, or the use of any heat, unless agreed before the start of the policy;
- any claim where you have waived your right of recovery against another party;
- asbestos;

- a computer virus;
- a cyber act or unavailability of any computer system; or
- failure or interruption of service provided by an internet service provider.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy.

Policy summary – property damage – plant

This policy is designed to meet the demands and needs of businesses who want cover for damage to plant and hired in plant.

Full details of the terms can be found in your policy.

What is covered

We will cover you up to the sum insured for damage to plant and hired in plant, including whilst in transit.

We will also cover:

- your liability to pay hire charges, following damage to hired in plant;
- costs to recover any plant or hired in plant that has accidentally become immobilised;
- costs incurred to remove debris, dismantle or demolish and shore up or prop any plant or hired in plant following covered damage;
- fees of any architects, surveyors, consulting engineers, lawyers and other professionals incurred in the repair or reinstatement of any plant or hired in plant;
- any nominated or domestic sub-contractor for damage to any works, where required under the terms of the contract; and
- the cost of replacing the lock cylinder if the key to any immobiliser forming part of any plant or hired in plant is lost or stolen.

Following covered damage to plant or hired in plant whilst in transit, we will also cover:

- damage to tarpauling, sheets and ropes whilst being carried on a road vehicle operated by you;
- the costs of transferring plant or hired in plant to another vehicle and delivering them to the original destination or returning them to the place of dispatch;
- the costs of re-loading the plant or hired in plant onto a road vehicle from which they have fallen;
- the costs of removing debris and clearing a site incurred as a result of damage;
- the costs of breaking up or dismantling any plant or hired in plant; and
- the costs to avoid or minimise any damage occurring to plant or hired in plant whilst in transit.

Please note that some of these covers may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover

We do not cover:

- damage directly or indirectly caused by:
 - gradual deterioration, wear and tear, rust, mould or mildew;
 - pressure waves caused by aircraft;
 - faulty or defective design or materials or workmanship;
- damage to any plant or hired in plant caused by its own mechanical or electrical breakdown or failure;
- damage to any plant or hired in plant which you have been relieved of any liability under contract; loss caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information;
- damage that cannot be traced to a specific event;
- routine maintenance, upkeep and making good of any plant or hired in plant;
- damage to motor vehicles designed or licensed for road use;
- indirect losses;
- liquidated damages, fines or other penalties under contract, including for delay or non-completion;
- damage where the contract site has not been worked on for more than 90 consecutive days;
- damage caused during the process of recovering immobilised plant, or plant which is immobilised due to mechanical breakdown or failure;
- damage to plant or hired in plant whilst in transit by air or sea;
- damage to any item in an unattended vehicle, unless all windows and doors are locked and properly fastened; or
- damage to any item whilst in transit caused by any of the causes set out in the policy wording; and
- damage directly or indirectly caused by terrorism.

If the sum insured is less than the cost to replace the covered property, we can proportionately reduce the amount we pay for any covered loss.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy.

Obligations

- You must ensure that each item of scaffolding is security marked.

Policy summary – property damage – tools

This policy is designed to meet the demands and needs of businesses who want cover for damage to the tools and personal effects of any principal, partner or employee of theirs.

Full details of the terms can be found in your policy.

What is covered

We will cover you up to the sum insured for damage to any tools and personal effects of any principal, partner or employee of yours, including whilst in transit.

Following covered damage to any tools and personal effects of any principal, partner or employee of yours whilst in transit, we will also cover:

- damage to tarpauling, sheets and ropes whilst being carried on a road vehicle operated by you;
- the costs of transferring any tools and personal effects of any principal, partner or employee of yours to another vehicle and delivering them to the original destination or returning them to the place of dispatch;
- the costs of re-loading the any tools and personal effects of any principal, partner or employee of yours onto a road vehicle from which they have fallen;
- the costs of removing debris and clearing a site incurred as a result of damage;
- the costs of breaking up or dismantling any tools and personal effects of any principal, partner or employee of yours; and
- the costs to avoid or minimise any damage occurring to any tools and personal effects of any principal, partner or employee of yours whilst in transit.

Please note that some of these covers may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover:

We do not cover:

- damage directly or indirectly caused by:
 - gradual deterioration, wear and tear, rust, mould or mildew;
 - pressure waves caused by aircraft;
 - faulty or defective design or materials or workmanship;

- damage to any tools and personal effects of any principal, partner or employee of yours whilst on or attached to a vehicle licensed for road use;
- loss directly or indirectly caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information;
- damage that cannot be traced to a specific event.
- routine maintenance, upkeep and making good of any tools and personal effects of any principal, partner or employee of yours;
- damage to motor vehicles designed or licensed for road use;
- indirect losses;
- liquidated damages, fines or other penalties under contract, including for delay or non-completion;
- damage to any tools and personal effects of any principal, partner or employee of yours whilst in transit by air or sea;
- damage to any item in an unattended vehicle, unless all windows and doors are locked and properly fastened;
- damage to any item whilst in transit caused by any of the causes set out in the policy wording; or
- damage directly or indirectly caused by terrorism.
- Theft or attempted theft from an Unattended Vehicle unless involving forcible or violent entry or exit to the vehicle.

If the sum insured is less than the cost to replace the covered property, we can proportionately reduce the amount we pay for any covered loss.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy.

Policy summary – property damage – contract works

This policy is designed to meet the demands and needs of businesses who want cover for damage to contract works.

Full details of the terms can be found in your policy.

What is covered

We will cover you up to the sum insured for damage to temporary or permanent works that have been completed or are to be completed as part of a contract, including any materials whilst in transit.

We will also cover:

- costs for night work, overtime work on public holidays and special delivery to repair works;
- costs incurred to remove debris, dismantle or demolish and shore up or prop any works following covered damage;
- fees of any architects, surveyors, consulting engineers, lawyers and other professionals incurred in the repair or reinstatement of any works;
- any nominated or domestic sub-contractor for damage to any works, where required under the terms of the contract;
- costs to rewrite or redraw plans, drawings or other documents following damage to works;
- damage to materials in transit to and from the contract site;
- following damage to materials whilst in transit, damage to tarpaulin and ropes on the transit vehicle, costs of transferring materials to another vehicle, costs of re-loading, costs of removing debris and costs of breaking up or dismantling the materials; and
- damage to:
 - works and any material stored separately whilst in storage away from the contract site;
 - show properties, including their contents;
 - any private residential building you have built on a speculative basis; and
 - any part of the works that have been taken into use as a private residential building or office.

Please note that some of these covers may be subject to a sub-limit, which will be shown in the policy wording or on the schedule.

What We do not cover

We do not cover:

- damage to any part of the permanent works where a completion certificate has been issued, which have been handed to your employer or which have been taken into use;
- damage directly or indirectly caused by:
 - gradual deterioration, wear and tear, rust, mould or mildew;
 - pressure waves caused by aircraft;
 - faulty or defective design or materials or workmanship;
- damage to existing structures;
- damage to any works which you have been relieved of any liability under contract;
- loss directly or indirectly caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information;
- damage that cannot be traced to a specific event;
- routine maintenance, upkeep and making good of any works;
- damage to motor vehicles designed or licensed for road use;
- indirect losses;
- liquidated damages, fines or other penalties under contract, including for delay or non-completion;
- damage where the contract site has not been worked on for more than 90 consecutive days;
- any contract where the contract price exceeds the maximum contract price;
- damage to materials whilst in transit by air or sea;
- damage to any item in an unattended vehicle, unless all windows and doors are locked and properly fastened;
- damage directly or indirectly caused by terrorism; or
- damage to any item whilst in transit caused by any of the causes set out in the policy wording.

If the sum insured is less than the cost to replace the covered property, we can proportionately reduce the amount we pay for any covered loss.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the policy.

Policy summary – terrorism

This policy is designed to meet the demands and needs of businesses who want cover for damage to property and interruption to their business arising from terrorism.

Full details of the terms can be found in your policy.

What is covered

We will cover you up to the sum insured for:

- damage caused by terrorism to any property covered under any other section of this policy;
- your financial losses resulting from an interruption or interference with the business as a result of damage to property caused by terrorism, if you are covered under the business interruption section of this policy; or
- both of the above, where you are covered under the business interruption section of this policy, if any computer system suffers any damage or any data is altered, destroyed or corrupted as a result of any virus, phishing, denial of service attack or hacking.

What We do not cover:

We do not cover:

- damage or interruption directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel or nuclear waste;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - chemical, biological or radioactive irritants, contaminants or pollutants to any residential property insured in the name of a private individual; or
 - riot, civil commotion or war;
- loss or damage directly or indirectly caused by any virus, phishing, denial of service attack or hacking, unless any of these directly cause:
 - fire, explosion, flood or escape of water from any tank, equipment or pipe;
 - impact of any aircraft, watercraft, mechanically propelled vehicle or any item carried on such vehicle; or
 - damage to any building, structure, plant or machinery;

- damage to any computer system directly or indirectly caused by any virus, phishing, denial of service attack or hacking, other than damage at your premises;
- damage, or interruption directly or indirectly caused by damage, to any nuclear installation or nuclear reactor, including their fixtures and fittings; or any indirect losses arising from interruption of or interference with the business caused by virus, hacking or denial of service attack.

If the sum insured is less than the cost to replace the covered property, we can proportionately reduce the amount we pay for any covered loss.

In the event of a covered claim, the amount we pay will be calculated in accordance with the terms in the 'claims settlement' section of the property damage or business interruption section of the policy, as applicable.

Obligations

- In any action, lawsuit or other proceedings or where we determine that any damage to property caused by terrorism is not covered by this section, the burden of proving otherwise will be on you.



CHISWELL INSURANCE
