



ace europe

ACE European Group
Ltd.

The ACE Building
100 Leadenhall Street
London EC3A 3BP

020 7173 7000 Tel

020 7173 7800 Fax

www.ancelimited.com

ACE European Group Limited is authorised and regulated by the Financial Services Authority

J.C.T. Clause 21.2.1 Insurance Policy

In consideration of the **Insured** paying the Premium to **ACE EUROPEAN GROUP LIMITED** (hereinafter called "the Company") and having made a Proposal which shall be the basis of this contract and is deemed to be incorporated herein

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

SIGNED for and on behalf of the Company

Andrew Kendrick *Chairman and Chief Executive Officer*

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

JCT CLAUSE 21.2.1 INSURANCE (PRINCIPALS)

In respect of the Agreement entered into by the Insured under the Standard Form of Building Contract of the Joint Contracts Tribunal whereby the Insured effects insurance as the Employer (named in the Agreement) in accordance with Clause 21.2.1 of the 1980 Conditions of the Contract or Clause 19(2)(a) of earlier editions or 6.2.4 of the Minor Works edition

The Company will indemnify the Insured and the Contractor named in the Agreement in respect of any expense liability loss claim or proceeding which the Employer may incur or sustain by reason of Damage to any property occurring 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 and in the course of or by reason of the carrying out of the Contract Works

Provided always that the liability of the Company under this Policy in respect of all such expenses liabilities losses claims or proceedings will not exceed the appropriate Limit of Liability stated in the Schedule unless otherwise amended by endorsement hereto

DEFINITIONS

Agreement	1	shall mean a written contract between the Insured and the contractor which requires Insured to effect insurance as provided by this Policy in the joint names of the Insured and the contractor
Contract	2	shall mean the agreement in writing for work to be carried out by the Insured for the Project
Contractor	3	Contractor shall include contractors and sub-contractors of each and every tier with whom a contract has been agreed in writing
Contract Works	4	shall mean all work executed or to be executed under the provisions of the Contract
Damage	5	shall mean accidental loss or destruction or damage
Limit of Liability	6	shall mean the Limit of Liability stated in the Schedule (or any other Limit of Liability as may hereafter be agreed to in writing by the Company)
Period of Insurance	7	shall mean the Period of Insurance stated in the Schedule and any subsequent period for which the Company may accept payment
Project	8	shall mean the construction installation extension alteration repair or maintenance to be carried out by the Contractor at the location and during the Period of Insurance

EXCLUSIONS

This Policy does not apply to

- | | | |
|------------------------------------|-----------|--|
| | 1 | any expense liability loss claim or proceeding |
| Negligence | .1 | caused by the negligence or omission or default of the Contractor or their agents or any employee or of any subcontractor or his employees or agents |
| Design Errors and Omissions | .2 | which is attributable to errors or omissions in the planning or the designing of the Contract Works |
| Inevitable Damage | .3 | arising from Damage which could reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution |
| Sonic Boom | .4 | arising from Damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds |
| Penalties | 2 | any sum payable under any penalty clause or by reason of breach of contract |
| Deductible | 3 | the amount of the deductible for this Policy stated in the Schedule in respect of the first part of each and every claim |
| Contractor's Property | 4 | Damage to property which is owned or hired by or the responsibility of the Contractor |
| Contractual Liability | 5 | any liability assumed under any agreement which would not have attached in the absence of such agreement |
| Hazardous Work | 6 | contracts for demolition or work involving piling or the use of explosives unless otherwise agreed in writing by the Company |
| Contract Works | 7 | any expense liability loss claim or proceedings arising from damage to any work executed in connection with the Contract Works or to any materials plant tools equipment temporary works temporary buildings or any other property brought on to the location of the Contract Works for the purpose of the execution of the Contract Works |
| Pollution | 8 | <p>directly or indirectly caused by or arising out of pollution or contamination of buildings or other structure or of water or land or the atmosphere happening during the Period of Insurance</p> <p>This Exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place</p> |
| Terrorism | 9 | <p>Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <p>For the purpose of this Exclusion an act of terrorism means an act including but not limited to the use of force or violence and / or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political religious ideological or similar purposes including the intention to influence any government and / or to put the public or any section of the public in fear</p> <p>This Policy also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism</p> |

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

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

CONDITION

Contract Details and the Company's Rights

- 1** In respect of the Contract to which this Policy applies
 - .1** the Insured shall within 30 days of the date of entering into or commencing the work on the Contract whichever is the later supply to the Company full details of the Contract Works
 - .2** the Company may require further details or a survey by an independent surveyor
 - .3** the Company may upon receipt of such details or of any further details or survey report as may be required
 - (a)** vary the terms (this includes the Limit of Liability and the deductible) of the indemnity provided by this Policy in respect of the Agreement
 - (b)** notify the Insured in writing of the additional premium required for the Agreement and of any variation in the terms referred to in 1.3 (a) above or
 - (c)** give written notice to the Insured of immediate termination of the indemnity provided by this Policy in respect of the Agreement
 - .4** the indemnity provided by this Policy shall terminate immediately
 - (a)** upon expiry of the 30 day period referred to in 1.1 above if such details have not been supplied
 - (b)** if the additional premium (and any variation in terms) referred to in 1.3 (b) above is not accepted by the Insured or the Employer within 30 days of notification thereof to the Insured
 - (c)** upon written notice being given by the Company in accordance with 1.3 (c) above

GENERAL CONDITIONS

- | | | |
|--|----------|---|
| Alteration | 1 | The Insured shall give notice to the Company of any material alteration or change in circumstances affecting the risk covered and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any occurrence due altogether or in part to any such alteration or change |
| Choice of Law | 2 | This Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales or Scotland (in respect of any policies issued in Scotland) and except in the case of Scottish policies the Commercial Court of the Queens Bench Division High Court of Justice Strand London WC2A 2LL shall have jurisdiction in respect of any dispute under this Policy |
| Claims Procedure | 3 | <p>It shall be a condition precedent to any liability of the Company to make any payment under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy</p> <ul style="list-style-type: none">.1 The Insured shall<ul style="list-style-type: none">(a) give written notice thereof (and full particulars of the occurrence) to the Company as soon as possible(b) notify the Company in writing immediately upon hearing of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy(c) forward to the Company immediately on receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured(d) give all such information and assistance as the Company may require.2 the Insured shall not negotiate admit liability or make any promise payment or settlement without the Companys written consent.3 the Company shall be entitled<ul style="list-style-type: none">(a) if and so long as it desires to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim(b) to prosecute in the name of the Insured but for the Companys benefit any claim for compensation or indemnity |
| Contracts (Rights of Third Parties) Act | 4 | A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy This condition does not affect any right or remedy which exists or is available notwithstanding such Act |
| Discharge of Liability | 5 | The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid) or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of costs and expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder |

Complaints Procedure

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you feel that we have not offered you a first class service or you wish to make an enquiry regarding this insurance, please contact the intermediary who arranged this insurance for you or the manager of the branch of the company which issued your policy.

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

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

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

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

Financial Services Authority

ACE European Group Limited, UK Head Office, 100 Leadenhall Street, London EC3A 3BP, authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Data Protection

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

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

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

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