



Master Tradesman  
*Plus*  
Insurance Policy





# Master Tradesman Plus

Upon payment of the Premium for the Period of Insurance or any subsequent period for which the Company shall agree to accept payment the Company will indemnify the Insured in accordance with and subject to the terms of this Policy

for and on behalf of the Company



**Managing Director**

Please read this policy carefully and check that it meets Your requirements.  
Any query should be immediately referred to Your Insurance Broker or Agent.

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# General Information

IT IS AN EXISTING CONDITION OF YOUR POLICY THAT YOU TAKE ALL REASONABLE PRECAUTIONS TO AVOID LOSS OR DAMAGE TO UNDERGROUND PIPES, CABLES OR OTHER SERVICES (GENERAL CONDITION 10).

## **Fibre optic cables and other underground services**

British Telecom are undertaking a programme of replacing some existing underground cables with FIBRE OPTIC CABLES. These cables are made of strands of glass fibre and transmit messages by a series of light pulses which travel along the fibres and in many instances they will simply be laid in the existing cable ducts which are normally made of earthenware.

Each cable is less than one inch in diameter and the larger ducts may carry up to 20 fibre optic cables which cannot be repaired if damaged.

The cables are laid in 2 kilometre lengths and the cost of replacing one cable of this length is estimated to be £10,000 plus labour and other charges. In view of the number of cables in some ducts, damage could result in a claim cost in excess of £250,000.

It is essential that those engaged in excavation works establish whether there are any underground services in the vicinity of the proposed excavations. The need to check for fibre optic cables is even more important in view of the expensive replacement costs and the effect that such a claim could have on the premium and terms for your insurance policy.

British Telecom operate a nationwide Freephone cable location service 'Dial Before You Dig' on 0800 917 3993. There are also many local arrangements.

You must always ring B.T. prior to excavation to ensure that there are no fibre optic or other cables in the area of your work and also contact the other service organisations to enquire whether other underground pipes or cables may be in the area.

## Business claims helpline

### **MMA Commercial Care Line 08708 44 44 47**

Should you be unfortunate enough to have to make a claim, **MMA Commercial Care Line** will manage all aspects of the claim for you from the time it is reported.

**MMA Commercial Care Line** is a service exclusive to MMA Insurance and is operated **24 hours a day 365 days a year** by staff trained in managing commercial claims. They can:

- Take the details of your claim over the phone, in most cases removing the need for completion of an incident report form.
- Help outside normal opening hours with practical advice and assistance.
- Arrange replacement of goods lost or stolen using the latest product information.
- Take control of the management of claims from start to finish.

You can also fax any documentation relating to commercial claims to the following dedicated **fax number: 029 2037 2015**

**Our aim is to bring your claim to a speedy and satisfactory conclusion.**

## Business legal helpline

Telephone **0870 523 4657** and quote your policy number.

As an MMA Policyholder should you require advice or guidance on any business legal problem you may use the 24 Hour Telephone Helpline at any time within the period of insurance of this Policy.

The service is provided by Capita Assistance.

Advice given to you will be confirmed in writing where necessary.

## Business taxation helpline

Telephone **0870 523 4657** and quote your policy number.

As an MMA Policyholder should you require advice or guidance on any business taxation matter or accountancy problem you may use the 24 Hour Telephone Helpline at any time within the period of insurance of this Policy.

You will have access to a team of tax advisers who will be able to provide expert advice over the telephone on any UK tax problem such as tax queries which arise from running a firm to queries regarding Self Assessment.

The service is provided by Capita Assistance.

Advice given to you will be confirmed in writing where necessary.

# Section A – Definitions

## 1. Bodily injury

Injury illness death disease or nervous shock

## 2. Contract works

The temporary or permanent works executed or in course of execution by or on behalf of the Insured in the performance of any contract including materials supplied by reason of the contract and other materials or plant tools or equipment for use in connection therewith

## 3. Employee

Any person under a contract of service or apprenticeship with the Insured including

1. any labour master or any labour only sub-contractor or any person supplied by them
2. any self employed person providing labour only
3. any person hired or borrowed by the Insured but in respect of any driver or operator of plant hired to the Insured only when the conditions of such hire so require
4. any person under a training or work experience scheme

while working for the Insured in connection with the Business

## 4. Geographical Limits

Great Britain the Isle of Man and Channel Islands

## 5. Goods in Transit

Goods shall mean Business Equipment excluding hand tools and portable hand held tools, stock and materials in trade and goods in trust the property of the Insured or for which they are responsible

## 6. Pollution and/or contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination

## 7. Principal

Any person company local authority or other body with whom the Insured has entered into a contract or agreement for the performance of work in connection with the Business

## 8. Product

Any commodity article or thing supplied installed erected repaired altered or treated by the Insured

## 9. The Company

MMA Insurance plc

## 10. The Insured

The person, persons or Limited or Public Limited Companies named in the schedule.

# Section B – Public Liability

## 1. Cover

The Company will indemnify the Insured against all sums for which the Insured is legally liable in respect of accidental

1. Bodily Injury to any person
2. loss of or damage to physical property

occurring during the Period of Insurance and caused in the course of the Business within the Geographical Limits

The liability of the Company shall not exceed the Limit of Indemnity for all compensation payable in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause

## 2. Limit of indemnity

As stated in the Schedule

## 3. Exclusions

This Section shall not apply to liability in respect of

1. the amount of any Excess
2. Bodily Injury sustained by any Employee
3. loss of or damage to property
  1. belonging to or leased let rented or hired to or in the charge or control of the Insured other than
    - a. the personal effects of any Employee or visitor
    - b. premises (and contents therein) temporarily occupied by the Insured for the purpose of carrying out work

2. comprising or forming part of the Contract Works other than where the works have reached practical completion and any maintenance period for the works have expired

4. Bodily Injury loss or damage arising from the ownership possession use or control by or on behalf of the Insured of

1. any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft

2. any mechanically propelled vehicle or trailer attached thereto other than

- a. any vehicle not licensed for road use
- b. any vehicle while being used as a tool of trade
- c. the loading or unloading of any vehicle

provided that the Insured is not entitled to indemnity from any other source and that this Policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation

5. or arising from

1. any Product outside the Geographical Limits
2. the failure or partial failure of any fire security or warning device to fulfil its intended function



# Section B – Public Liability

*continued*

6. or arising from or contributed to by any design plan specification or advice provided
  1. for work not undertaken by the Insured or
  2. by any Architect Quantity Surveyor or Consulting Engineer or
  3. by any person other than the Insured
7. any liability which attaches by virtue of any agreement or contract other than as provided for under Extension 8 of Section F
8. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of
  1. any Product if such liability arises from any defect therein or the harmful nature or unsuitability thereof
  2. defective work
9. any legal liability of whatsoever nature caused by or contributed to by or arising from
  1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
10. 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
11. Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance and the liability of the Company for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in aggregate exceed the amount shown as the Limit of Indemnity in the Schedule
12. any loss cost expense liability for Bodily Injury loss or damage directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss  
In respect of liability for property damage only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

# Section B – Public Liability

*continued*

## 4. Excess

Section B shall not apply to the following  
First Amount of each and every claim for  
loss of or damage to

*First  
Amount*

1. underground pipes cables or  
services . . . . . £500
2. property caused by or arising  
from the use of welding or heat  
cutting equipment blow lamps  
or blow torches hot air guns or  
any other work involving the  
use or application of heat . . . . £500
3. property other than as  
provided for in 1 or 2 above . . £100

# Section C – Employers' Liability

(This Section is not operative unless specific reference is made to it in the current Policy Schedule)

## 1. Cover

The Company will indemnify the Insured against all sums for which the Insured is legally liable in respect of Bodily Injury to any Employee caused during the Period of Insurance and arising out of and in the course of the Business within the Geographical Limits

Provided that the liability of the Company in respect of any one claim against the Insured or series of claims against the Insured relating to any one or more of his Employees arising out of any one occurrence shall not exceed the Limit of Indemnity which shall be inclusive of

1. all costs and expenses incurred with the written consent of the Company in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the Insured in respect of any breach or alleged breach of statutory duty resulting in Bodily Injury  
that may be the subject of indemnity under this Section
2. all costs and expenses recoverable by any claimant from the Insured

## 2. Limit of indemnity

£10,000,000

## 3. Exclusions

This Section shall not apply to liability in respect of

1. Bodily Injury caused by or contributed to by or arising from
  1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
2. Bodily Injury to any Employee when the Employee is:
  1. carried in or upon any motor vehicle or is
  2. entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security

This Exclusion shall not apply to Bodily Injury to any Employee who at the time the Bodily Injury occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided always that the Insured is not entitled to indemnity under any other policy for such Bodily Injury.

# Section C – Employers' Liability

*continued*

## **4. Right of recovery**

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain the Isle of Man or Channel Islands but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

# Section D – Tools Standard Plus Cover

**(This Section is not operative unless specific reference is made to it in the current Policy Schedule)**

**(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only)**

## 1. Cover

The Company will indemnify the Insured Person in respect of physical loss of or damage to the Property Insured occurring during the Period of Insurance and within the Geographical Limits

Provided that such indemnity shall be by payment or at the option of the Company by reinstatement or repair

## 2. Property insured

Hand tools and hand held portable power tools the property of an Insured Person or hired in by him for use in connection with the Business as described in the schedule

## 3. Insured person

Any principal partner or director working manually in the Business and included in the insurance provided by Section B – Public Liability

## 4. Sum insured

The maximum liability of the Company in respect of the amount payable to any one Insured Person shall not exceed

1. the Sum Insured stated in the schedule
  2. £250 in respect of any one tool
- Subject to the deduction of the Excess

## 5. Exclusions

The Company shall not be liable in respect of

1. the amount of any Excess
2. loss of use or consequential loss of any kind

3. loss of or damage to the Property Insured due or attributable to
  1. wear tear rust corrosion mildew or other gradual deterioration or vermin or insect
  2. any process of cleaning repair or restoration
  3. its own mechanical electrical or electronic breakdown failure or derangement
4. loss or damage which is not traceable to an identifiable occurrence or which is caused by deception
5. loss of or damage to the Property Insured caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room and there is evidence of forcible or violent entry to the motor vehicle trailer or room
6. loss of or damage to the Property Insured
  1. occurring while lent to or being used by anyone other than an Insured Person or an Employee included in the insurance provided by Section B – Public Liability
  2. while hired out
7. loss of or damage to ladders generators transformers or any other equipment or tool not designed to be applied directly to the work by hand
8. loss of or damage to portable computers and ancilliary equipment and/or portable telecommunication equipment

# Section D – Tools Standard Plus Cover

*continued*

## 6. Excess

Section D shall not apply in respect of the following First Amount of each and every occurrence of loss or damage

*First  
Amount*

- 1. caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park ..... £250
- 2. from any cause other than 1 above ..... £60



# Section E – Goods in Transit

## 1. Cover

The Company will indemnify the Insured in respect of loss of or damage to goods pertaining to the Business whilst in or on or being loaded into or onto or unloaded from any motor vehicle (excluding trailers) within the Territorial limits and owned by or operated under the direct control of the Insured up to £2,000 any one occurrence

## 2. Exclusions

1. Damage caused by deterioration or any inadequate packing or insulation
2. Damage caused by theft or attempted theft from any unattended vehicle unless:
  1. The vehicle is securely locked at all points of access
  2. Between the hours of 9pm and 6am the vehicle is kept within a securely locked building
3. Any consequential or indirect loss of any kind loss of market or Damage due to delay
4. Loss of or damage to Money and Non-Negotiable Instruments

# Section F – Extensions

(Applicable to Sections B and C unless otherwise stated)

## 1. Costs and expenses

*(Not applicable to Section C)*

The Company will in addition pay

1. all costs and expenses incurred with the written consent of the Company in connection with the defence of any claim
2. the legal costs of representation at any Coroners Inquest or Fatal Accident Inquiry or of defending in any Court of Summary Jurisdiction any proceedings brought against the Insured in respect of any breach or alleged breach of statutory duty resulting in bodily injury

that may be the subject of indemnity under this policy

3. all costs and expenses recoverable by any claimant from the Insured

## 2. Additional persons insured

The Company will indemnify as though they were the Insured

1. at the request of the Insured specified in the Schedule
  1. any Principal but only to the extent required by the contract or agreement in respect of legal liability for Bodily Injury or loss of or damage to property arising from the performance by the Insured of such work and for which the Insured would be entitled to indemnity under this Policy were the claim made against him

2. any director partner or Employee of the Insured while acting in such capacity in the course of the Business but only insofar as the Insured would be entitled to indemnity under this policy were the claim made against him
3. any director or partner of the Insured for whom an Employee is undertaking private work incidental to the Business described in the Schedule

2. in the event of the death of the Insured the legal personal representatives of the Insured in respect of liability incurred by the Insured

Provided that

1. such Additional Person shall as though he were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Policy insofar as they can apply
2. the Company shall have the conduct and control of all claims
3. if the Company is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the Company shall not in aggregate exceed the Limit of Indemnity

# Section F – Extensions

*continued*

### **3. Additional directors partners or employees**

***(This Extension does not apply to Section C if the insurance by that Section is not operative)***

Notwithstanding the Total Number of Persons or Employees stated in the Schedule this Policy is extended to include additional partners directors or Employees provided that the total number of partners directors and Employees does not exceed six If the Insured fails to notify the Company within 14 days of the engagement of any such additional person the Company shall not be liable for the first £500 of each and every claim arising under Section B in addition to any other Excess provided for in this Policy unless automatic cover is provided by Extension 12 on this Policy

### **4. Defective Premises Act 1972**

Under Section B of the Policy the Company will indemnify the Insured against all sums for which the Insured is liable by virtue of Section 3 of the Defective Premises Act 1972 in respect of Bodily Injury or loss of or damage to property occurring during the Period of Insurance and caused by a defect in any premises disposed of by the Insured and until such time occupied by the Insured in connection with the Business

Provided that the Company shall not be liable for

1. any liability for which the Insured is entitled to indemnity under any other policy of insurance

2. the cost of removing replacing rectifying or in any other way making good or providing compensation in place of any defect causing such Bodily Injury or loss of or damage to property

### **5. Damage to leased or rented premises**

Exclusion 3.1 of Section B shall not apply to any premises leased or rented to and occupied by the Insured named in the Schedule in the course of the Business

Provided that

1. the Company shall not be liable in respect of
  1. damage to any contents of such premises other than the fixtures and fittings
  2. liability which attaches by reason of any contract or agreement and which would not have attached in the absence of such contract or agreement
  3. the first £250 of each and every claim
  4. loss or damage for which the Insured is entitled to indemnity under any other policy or against which in the terms of any contract or agreement the Insured is obliged to effect insurance
2. Extension 2.1 is inoperative

# Section F – Extensions

*continued*

## 6. Contingent motor liability

Exclusion 4.2 of Section B shall not apply to the use by an Employee of any mechanically propelled vehicle on behalf of the Insured named in the Schedule in the course of the Business within the Geographical Limits

Provided that

1. such vehicle shall not belong to or be provided hired or borrowed by the Insured
2. such vehicle is not being used with the consent of the Insured or any partner director or Employee of the Insured knowing that such Employee does not hold a licence to drive such vehicle or is disqualified from holding or obtaining a licence
3. Extension 2.1 is inoperative
4. the Insured is not entitled to indemnity under any other policy
5. the Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or attributable to such vehicle being engaged in hiring racing pacemaking reliability trials or speed testing

## 7. Cross liability

This Policy shall be deemed to apply to each of the Insured named in the Schedule as if a separate policy had been issued to each

Provided that if the Company is required to indemnify more than one party in respect of any occurrence or occurrences the liability of the Company shall not in aggregate exceed the Limit of Indemnity

## 8. Contractual liability

Exclusion 7 of Section B shall not apply to

1. liability which would have attached in the absence of any agreement or contract
2. liability assumed by the Insured specified in the Schedule under any contract or agreement for work in connection with the Business except
  1. for liquidated damages or penalties
  2. any agreement to obtain indemnity under this Section for or on behalf of any person other than the Insured specified in the Schedule except as provided for in Extension 2 or as otherwise agreed by the Company and admitted to this Policy by endorsement
3. in respect of property the subject of Clause 21.2.1 or any amendment thereof of the Joint Contracts Tribunal Standard form of Building Contract (1980 Edition) or any clause superseded by or placed in substitution of the said Clause in the terms of which or of any other clause or requirement of similar intent the Insured is required to effect insurance
4. liability for Bodily Injury or loss of or damage to property caused by any Product when such liability attaches solely by virtue of any contract or agreement

# Section F – Extensions

*continued*

5. for loss of or damage to property forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith when liability attaches to the Insured solely by reason of the terms of the contract or agreement.

## **9. Legal defence costs – Health and Safety at Work Act 1974**

The Company will indemnify the Insured named in the Schedule and at the request of the Insured any partner director or Employee of the Insured while acting in that capacity in respect of legal costs and expenses necessarily incurred with the consent of the Company in defence of a prosecution or appeal against conviction therefrom under the Health and Safety at Work etc Act 1974 and legal costs and expenses awarded against the Insured as a consequence of such prosecution or appeal arising from an occurrence not involving Bodily Injury and not resulting from any deliberate act or omission

Provided that

1. the offence giving rise to prosecution is committed during the Period of Insurance
2. the Company shall not be liable in respect of
  1. fines or penalties of any kind
  2. any prosecution arising from or attributable to any work or activity excluded under this Policy

3. any costs or expenses for which the Insured is entitled to indemnity under any other policy

3. the liability of the Company shall not exceed

1. in respect of any one partner director or Employee £1000 in any one Period of Insurance and

2. in respect of any one prosecution including appeal against conviction therefrom £5000 in aggregate and

3. in any one period of Insurance £20,000 in aggregate

4. the Company shall have the conduct and control of all proceedings in respect of which indemnity is sought hereunder

## **10. Compensation and legal costs**

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring within the Territorial Limits in connection with the Business during the Period of Insurance

# Section F – Extensions

*continued*

## 11. Court attendance costs

If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Policy the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required.

- |                            |      |
|----------------------------|------|
| 1. Any director or partner | £250 |
| 2. Any Employee            | £150 |

## 12. Temporary Employees

***(This Extension does not apply to Section C if the Insurance by that Section is not operative)***

The Company will indemnify the Insured in respect of temporary Employees. Cover is provided under this extension to a maximum of 50 man-days worked in any one period of insurance. This extension does not remove the need to declare changes in Employees as required by General Condition 12 of this policy.

## 13. Bona-fide subcontractors

***(not applicable to Section C – Employers Liability)***

The Company will indemnify the Insured in respect of work carried out by bona-fide subcontractors working for the Insured or on behalf of the Insured provided that we shall not be liable under this extension

1. Unless prior to appointment the Insured shall check that bona-fide subcontractors hold current and valid Public Liability insurance
2. If annual payments to bona-fide subcontractors are greater than £30,000 per annum unless agreed to the contrary by the Company

In the event of a claim under this extension the Insured shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for the Insured

# Section G – General Conditions

## 1. Identification

The Policy Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear

## 2. Claims procedure and requirements

1. On the happening of any Bodily Injury loss or damage the Insured or his legal personal representative shall at his own expense
  1. give immediate written notice to the Company
  2. take all reasonable precautions to prevent further Bodily Injury loss or damage
  3. within 30 days submit in writing full details of the incident
  4. supply all estimates information and assistance as may be required
  5. send to the Company any writ summons or other legal process issued or commenced against the Insured
  6. notify the Company immediately of any impending prosecution inquest or fatal accident inquiry
2. the Insured shall not negotiate admit or repudiate any liability without the written consent of the Company
3. the Company shall be entitled
  1. to negotiate defend or settle in the name of and on behalf of the Insured any claim made against the Insured

2. to prosecute at its own expense and for its own benefit any claim for indemnity damages or otherwise in the name of the Insured
3. at any time to pay to the Insured the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for Costs and Expenses defined in Extension 1 incurred prior to the date of such payment
4. On the happening of any occurrence of loss or damage caused by theft or attempted theft or malicious persons the Insured shall give immediate notice to the Police

## 3. Application of heat and fire precautions

**This condition does not override any Endorsement on the Policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition**

It is a condition precedent to any liability of the Company that the following precautions will be complied with by The Insured and/or any Employee and/or any of their Sub Contractors whenever work is undertaken away from the Insured's own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment

# Section G – General Conditions

*continued*

blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of Angle Grinders.

## 1. **All work involving the use or application of heat**

1. a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door or other partition shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat
2. any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
3. there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards
4. the ignition and operation of all equipment shall be strictly in accordance with the manufacturers instructions
5. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
6. any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use
7. for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in

# Section G – General Conditions

*continued*

which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph 1 above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door or other partition

**In addition it is a condition precedent to any liability of the Company that whenever the equipment and materials detailed in 1 or 2 below is in use, the additional precautions specified will be complied with by the Insured and/or any employee and/or any of their sub-contractors whenever work is undertaken away from the Insured's own premises**

**1. Tar bitumen or asphalt heaters**

all heating of tar bitumen asphalt or pitch shall be carried out in a suitable vessel and the vessel is to be located at ground level and in the open air

**2. Flammable solvents**

whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the following precautions must be observed

- a. smoking by the Insured, Employees or their Sub Contractors must not take place

- b. no appliance for the application or supply of heat is to be used
- c. prior to commencement of work the site of work is to be checked by the Insured and all naked flames in pilot lights and appliances extinguished
- d. adequate ventilation must be maintained where the Insured or Employees or their Sub Contractors are working

## **4. Reasonable precautions**

The Insured shall take all reasonable precautions

1. in the selection and supervision of Employees and subcontractors
2. to avoid Bodily Injury or loss of or damage to property
3. to maintain in good condition all plant tools and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practice and Standards

## **5. Alteration of risk**

The Insured shall notify the Company immediately in writing of any material alteration whereby the risk of loss or damage to property or Bodily Injury is increased and the Company shall not be liable under this Policy unless and until such alteration is agreed in writing The Insured shall pay such additional premium as the Company may require and shall observe and be subject to such additional terms as the Company may require

# Section G – General Conditions

*continued*

## 6. Other insurance

The Company shall not be liable in respect of any liability which is or would be but for the existence of this Policy insured by any other policy except to the extent of any excess beyond the amount that is or would be but for the existence of this Policy payable under such other policy

## 7. Cancellation

1. The Insured may at any time cancel the policy by giving written instructions to the Company.
2. The Company may at any time cancel this Policy by sending 14 days notice by recorded delivery letter to the Insured at his last known address
3. If the premium for this Policy is payable by instalments the company may send fourteen days written notice of cancellation in the event of non payment of any monthly premium
4. In the event of the policy being cancelled by either party the Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current period of insurance other than within the first fourteen days of either inception or renewal or, if later, the date from which the contractual terms and conditions have been received when the Company may charge an administration fee

5. If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

## 8. Interpretation

Interpretation of this Policy shall be by and any action against the Insured shall be instituted tried and executed in a court of law in the United Kingdom the Channel Islands or the Isle of Man only

## 9. Observance of conditions

The due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured and the truth of the statements in the proposal made by him (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the Company

## 10. Damage to property under the ground

The Company shall not be liable in respect of damage to underground pipes cables or other services unless the Insured

1. has taken all reasonable measures to ascertain the location of all pipes cables and other underground services before any work is commenced which may involve a risk of damage thereto
2. has retained a written record of the measures taken to comply with 1 above

# Section G – General Conditions

*continued*

## **11. No claim discount**

A discount will be allowed in calculating each Renewal Premium for this Policy in accordance with the following discount scale if no claim is first reported in the preceding Period of Insurance which results in a payment and/or is still outstanding with the Company

### **Discount Scale**

*Number of Claim free years*

<i>from inception</i>	<i>Discount</i>
1 year	5%
2 consecutive years	10%
3 or more consecutive years	15%

Any such claim will result in the Discount earned being reduced to NIL % when the next Renewal Premium is calculated.

## **12. Alteration in the number of workers**

The Company must be advised within 14 days if the number of workers exceeds the number specified in the policy schedule and any additional premium paid unless such workers are temporary employees and the Insured is indemnified as defined in Extension 12 of this Policy.

# Section H – Endorsements

## 1. Excluded activities

***(Applicable to all policies unless overridden by a further Endorsement)***

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with

1. 1. the demolition or partial demolition of any structure
2. the surfacing or construction of roads
3. the laying of underground services  
unless incidental to any building contract undertaken by the Insured for which indemnity is provided hereunder
2. any excavation exceeding in any part a depth of three metres
3. the felling or lopping of any tree exceeding five metres in height
4. pile driving quarrying the use storage or possession of explosives water diversion or work under water fuel gas or mineral exploration or extraction
5. the use or possession of tower cranes or cradles
6. work in or on blast furnaces chimney or well shafts viaducts bridges mines refineries off shore installations power stations dams tunnels airports or aerodromes docks wharves piers harbours railways motorways ships

aircraft towers or steeples

7. work in or on any building used for the manufacture processing or bulk storage for wholesale purposes of any gas chemical explosive oil or petroleum based product
8. work on computers or ancillary equipment and their cabling used for any business purpose

### **THE FOLLOWING ENDORSEMENTS APPLY ONLY IF SHOWN ON THE CURRENT SCHEDULE**

## 2. Work restriction

The Company shall only be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work in or on buildings or that part of any building occupied solely as private dwellings shops offices hotels public houses guest houses schools colleges residential retirement or nursing homes (including the grounds thereof)

## 3. Bodily injury to working partners

For the purpose of Section C – Employers Liability any working partner named as an Insured in the Schedule shall be regarded as an Employee but only in respect of Bodily Injury for which a partner or Employee of the Insured is legally liable

Provided that Extension 8.2 shall not apply

# Section H – Endorsements

*continued*

## **4. Increased property damage excess**

The amount of £100 shown as Excess 3 of Section B is increased to the amount stated in the Schedule against this Endorsement Number

## **5. Increased property damage excess**

For the first Period of Insurance only the amount shown as Excess 3 of Section B is increased to the amount stated in the Schedule against this Endorsement Number

## **6. Aerial erection exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the installation or repair of external radio or TV aerials

## **7. Formwork or shuttering exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the erection or installation of formwork or shuttering when the contract is solely or mainly for such work

## **8. External work exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work on the exterior of any building

## **9. Central heating work exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work on central heating systems

## **10. Heat exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment hot air guns blow lamps or blow torches tar bitumen or asphalt heaters or any other equipment or process involving the application or use of heat elsewhere than at the Insured's own premises

## **11. Products exclusion (Insulation Materials)**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any insulation material and occurring after its installation

## **12. Cleaning exclusion**

The Company shall not be liable in respect of

1. Bodily Injury or loss of or damage to property caused by or in connection with the external cleaning of any premises or the cleaning of industrial plant or machinery or of motor vehicles

# Section H – Endorsements

*continued*

2. Loss of or damage to carpets upholstery or curtains caused by or arising from the use of specialist cleaning equipment

## **13. Damage to drains**

The Company shall not be liable in respect of damage to drains or pipes caused by or arising out of any cleaning or unblocking process or work

## **14. Woodworking machinery exclusion**

***(Applicable to section C – Employers Liability only)***

The Company shall not be liable in respect of Bodily Injury caused by or in connection with the use of power driven woodworking machinery other than portable tools applied to the work by hand

## **15. Carpets upholstery and other goods fitting or cleaning exclusion**

The Company shall not be liable in respect of loss of or damage to any carpet floor covering upholstery or other property which comprises or is incorporated in any contract undertaken by or on behalf of the Insured for its cleaning fitting taking up or alteration

## **16. Welding exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the use of electric oxy-acetylene or other welding or heat cutting equipment

## **17. Fencing exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work on central reservations or the erection installation alteration or repair of crash barriers

## **18. Bathroom fitting exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the installation or refurbishment of bathrooms or sanitary ware

## **19. Property being worked upon**

The Company shall not be liable in respect of loss of or damage to property being worked upon if the loss or damage arises from such work

## **20. One metre depth limit**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any excavation exceeding in any part a depth of one metre

## **21. Design or construction of foundations exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or arising from the faulty inadequate or defective design specification or construction of foundations

# Section H – Endorsements

*continued*

## 22. Lead burning exclusion

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or arising out of lead burning or welding

## 23. Sale or hire of appliances exclusion

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or arising out of the sale hire or renting of domestic or office equipment or appliances

## 24. Standard tools cover endorsement (Excluding Theft from Unattended Vehicles)

In respect of Section D the following alterations are effective

1. Exclusion 5 is amended to read  
“loss of or damage to the property insured caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked room and there is evidence of forcible or violent entry to the room”
2. The following exclusion is added  
**Exclusion 8**  
loss of or damage to the Property Insured caused by or arising from theft or attempted theft from any unattended motor vehicle or trailer
3. Excess 1 is deleted

## 25. Use of hot air guns

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the use of any equipment or process involving the application or use of heat elsewhere than at the Insured's own premises other than hot air guns or seaming irons.

## 26. Caterers restriction

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with

1. the manufacture or preparation of food for wholesale purposes or for supply by anyone other than the Insured
2. the sale of food from retail premises owned or occupied by the Insured

## 27. Excluding manufacture or supply

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the manufacture sale or supply of any goods or materials other than for erection or fitment by or on behalf of the Insured.

## 28. Work restriction

The Company shall only be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work in or on buildings occupied solely as private dwellings shops offices hotels public houses guest

# Section H – Endorsements

*continued*

houses schools colleges residential retirement or nursing homes of not more than four floors including basement and attic (including the grounds thereof)

## **29. Commercial vehicle exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work in or on commercial vehicles exceeding 1.5 tonnes Gross Vehicle Weight

## **30. Deletion of contingent motor liability**

Extension 6 of Section F is deleted and of no effect

## **31. Wheelie bin cleaners**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the cleaning of any building or other structure or property other than domestic wheelie bins patios or driveways

## **32. 10 metre height limit**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 10 metres or in connection with any internal work undertaken at a height from the floor of more than 10 metres

## **33. Exclusion of work on gas appliances**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the installation service maintenance or repair of gas appliances pipework equipment or flues

## **34. 15 metre height limit**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 15 metres or in connection with any internal work undertaken at a height from the floor of more than 15 metres

## **35. Excluding underground cables**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the laying or repair of underground cables

## **36. Excluding work on motor vehicles**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with work on motor vehicles

# Section H – Endorsements

*continued*

## **37. Damp proofing / timber treatment exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any damp proofing or timber treatment work undertaken by or on behalf of the insured

## **38. Excluding erection of road motorway or neon signs**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the erection of road motorway or neon signs

## **39. Exclusion of professional indemnity**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the exercising by the Insured or any Servant, Employee, Agent or Sub Contractor of the Insured of any professional skill, duty or advice whether fees are charged or not.

## **40. Exclusion of manual work**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any manual work carried out by the Insured

## **41. 5 metre height limit**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with any external work undertaken at a height from the ground of more than 5 metres or in connection with any internal work undertaken at a height from the floor of more than 5 metres.

## **42. Efficacy exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the failure or partial failure of any Product or part thereof to perform the function for which it was intended.

## **43. Movement of vehicles exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the movement of any mechanically propelled vehicle by or on behalf of the Insured.

## **44. Paint spraying exclusion**

The Company shall not be liable in respect of Bodily Injury or loss of or damage to property caused by or in connection with the use of paint spraying equipment.

# Special Exceptions

1. The Company shall not be liable in respect of loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment media or system microchip integrated circuit or similar device or any computer software or other equipment or system for processing storing or retrieving data whether the property of the insured or not and whether occurring before during or after the Year 2000
  - i) correctly to recognise any date as its true calendar date
  - ii) to capture save or retain and/or to correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
  - iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
- but the Special Exception shall not exclude
  - i) subsequent loss or damage to the Property Insured under this Policy not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
  - ii) Bodily Injury to any Employee
2. The Company shall not be liable for Bodily Injury loss or damage arising directly or indirectly from acts of terrorism as defined in the UK Terrorism Act 2000 other than the amount necessary to meet the requirements of Employers' Liability legislation



# Customer Information

## Complaints procedure

It is always our intention to provide a first class standard of service. However if you do have any cause for complaint please contact us:

- The Underwriting Manager or the Claims Manager at MMA Insurance plc, Norman Place, Reading, RG1 8DA.

If you consider the matter still unresolved, the following options are open to you:

1. Write to the Chief Executive at MMA Insurance plc
2. Ask for your case to be reviewed by the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. There are a few instances where the FOS are not able to assist and you must have allowed MMA the opportunity to resolve your complaint before the FOS become involved

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

## Law applicable to contract

It is possible to choose the Law applicable to a contract of insurance covering a risk situated in the United Kingdom. We have chosen Scottish Law if you live in Scotland and English Law if you live elsewhere in the United Kingdom. Payment of your premium is evidence of acceptance of our choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.









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