



# **Toledo Insurance Solutions**

## **Contractors All Risks Policy Wording**

**Version 1.0 Nov 2023**

This is your **Contractors All Risks Policy** wording.

If you have any questions about your policy of documents please contact Toledo Insurance Solutions who will be pleased to help you.

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## REGULATORY DISCLOSURE

This insurance is administered by Toledo Insurance Solutions and underwritten by Accelerant Insurance Europe SA/NV UK Branch.

Moorhouse Group Limited trading as Toledo Insurance Solutions is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 308035).

The Company Number registered in England of Moorhouse Group Limited trading as Toledo Insurance Solutions is 03825233. The registered address is Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU.

This policy is underwritten by Accelerant Insurance Europe SA/NV UK Branch.

Accelerant Insurance Europe SA/NV UK Branch is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. 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.

The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR02748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

## OPERATIVE CLAUSE

The Insurers will indemnify the Insured as stated in the Schedule by payment or at Insurers option reinstatement or repair in respect of physical loss or physical damage arising from any cause not otherwise excluded and occurring anywhere within the Territorial Limits during the Period of Insurance to property which is being used or is intended for use in connection with the works on any contract site which is the subject of this Policy Such property shall include

1. Contract works whether permanent or temporary materials incorporated or for incorporation therein other than property insured by item 2. below being the property of the Insured or for which the Insured are responsible including all transits in respect of any contract or work undertaken whether such contract or work was commenced during the Period of Insurance
2. Owned plant tools and equipment demountable and temporary buildings and/or caravans and/or other items of a like nature and materials and/or any other property of whatsoever nature used or intended for use in connection with any contract works being undertaken by the Insured and insured under this Policy all being the property of the Insured including whilst in transit
3. Hired in Plant against their legal liability under the terms of the hiring agreement to pay (a) for physical loss of or damage to the Hired In Plant (b) continuing hiring charges for the Hired In Plant following physical loss or damage insured under (a) whilst anywhere within the Territorial Limits and whilst in Transit
4. Employees Tools and effects for which the Insured is responsible whilst on any site or for which the Insured is responsible under the terms of any joint working agreement The indemnity provided is limited to GBP 500 per Employee unless otherwise agreed

## TERRITORIAL LIMITS

Shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

## EXCLUSIONS

No indemnity is provided in respect of

1. consequential loss of use penalties for delay or non-completion or liquidated damages
2. loss of or damage to
  - a. aircraft aero spatial devices or hovercraft
  - b. waterborne craft or vessels other than safety boats non-self propelled craft or other craft up to 20 feet in length on or about the contract site
3. loss of or damage to mechanically propelled vehicles other than
  - a. vehicles designed primarily to operate as tools of trade (which shall be deemed to include any plant primarily designed to operate on or about a contract site)
  - b. other vehicles brought on to a site for use only on such site
4. all costs rendered necessary by defects of material workmanship design plan or specification and should damage occur to any portion of the Insured property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured property had been put in hand immediately prior to the said damage

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

5. the cost of making good
  - a. mechanical or electrical breakdown or derangement
  - b. wear tear gradual deteriorationbut this Exclusion shall be limited to the parts immediately affected and shall not apply to accidental loss or damage arising in consequence thereof
6. the cost of making good any form of corrosion erosion rust oxidation mildew howsoever the same may arise
7. loss of or damage to stock materials in trade and/or materials for incorporation into the contract works whilst away from any contract site unless in transit
8. loss of or damage to cash notes postal and/or money orders cheques stamps or negotiable instruments of whatsoever nature or other securities for money
9. loss of or damage to any part of the property insured arising out of the works being taken into use or occupation (except for testing and commissioning when applicable) unless the Insured shall give notice to Insurers as soon as possible and shall agree to pay such additional premium as Insurers may reasonably require  
This Exclusion shall not apply
  - a. to the use of any property as a show house with a value of up to GBP 250,000 and contents with a value up to GBP 50,000
  - b. during the period of 14 days from the date of issue by the Engineer of a Certificate of Completion when a contract is subject to the latest Standard Conditions of Contract of the Institute of Civil Engineers and /or JCT or equivalent conditions of contract
10. any loss of property either by disappearance or by shortage if such disappearances or shortage is only revealed when a routine inventory is made or is not traceable to an individual event or occurrence
11. destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
12. loss or damage arising for which the Insured is relieved of responsibility under the terms of any contract
13. loss or damage arising from directional drilling operations unless otherwise agreed by Insurers
14. the cost of normal upkeep or normal making good
15. loss or damage which under the terms or conditions of the contract is the responsibility of the Employer unless the Insured has agreed under the terms or conditions of the said contract to accept responsibility to indemnify or to arrange insurance on the Employer's behalf in respect of such liability loss or damage

- 16. loss or damage caused by the wilful act or wilful negligence of the Insured
- 17. loss or damage to existing structures and/or existing property being worked upon unless otherwise agreed
- 18. loss or damage arising from transits by sea or air
- 19. loss or damage caused by contamination of asbestos or asbestos dust
- 20. loss or damage arising from an act of Terrorism as follows

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto unless an endorsement is issued that expressly overrides the provisions contained herein no indemnity is provided

- a. for loss destruction of or damage to any property whatsoever or any loss or cost or expense of whatsoever nature resulting or arising therefrom or any consequential loss
- b. against any legal liability of whatsoever nature

directly or indirectly caused by resulting from or contributed to by or arising from or in connection with

- i. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- ii. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

For the purpose of this clause 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 government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

If the Insurers allege that by reason of this Exclusion any loss liability damage cost or expense or consequential loss is not covered by this Policy the burden of proving the contrary shall be upon the Insured

- 21. loss or damage arising from contracts involving work in on over or adjacent to tidal waters tunnels (but not cut and cover) galleries with an estimated contract value greater than GBP 25,000 unless specifically agreed

22. Theft:

- a) from unattended vehicles at the Insured's premises unless the vehicle is in a locked building or secure compound
- b) from unattended vehicles otherwise away from any contract site unless

- i. in respect of items carried inside any such vehicle or contained within vehicle storage boxes

- 1) the vehicle is secured by all factory fitted locks and alarm/immobiliser (where fitted) and
- 2) any externally mounted vehicle storage boxes are locked and
- 3) the keys have been removed from the vehicle

or the vehicle is garaged in a locked building or parked in a secure compound

- ii. in respect of items carried upon or attached to any such vehicle

- 1) the vehicle is garaged in a locked building or parked in a secure compound or
- 2) the vehicle is in transit other than where parked overnight and the keys have been removed from the vehicle

- c) of plant and equipment when not in use unless

- i. the item is secured by all factory fitted locks and alarm/immobiliser (where fitted) and
- ii. the keys have been removed from the item

- 23. loss or damage to any contract or plant or equipment or materials within the High Radio Active Zone (HRZ) of any nuclear installation

24. any:

- i. "Cyber Loss"

- ii. loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss destruction misuse misrepresentation corruption unauthorised appropriation loss of use modification unauthorised transmission reduction in functionality repair replacement restoration

or reproduction of or unauthorised access to any "Data", including any amount pertaining to the value of such "Data" regardless of any other cause or event contributing concurrently or in any other sequence thereto

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

For the purpose of this Exclusion:

"Cyber Loss" means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any "Cyber Act" or "Cyber Incident" including but not limited to any action taken in controlling, preventing suppressing or remediating any "Cyber Act" or "Cyber Incident"

"Cyber Act" means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any "Computer System"

"Cyber Incident" means any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System

"Computer System" means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output "Data" storage device networking equipment or back up facility

"Data" means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a "Computer System"

25. any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with a "Communicable Disease" or the fear or threat (whether actual or perceived) of a "Communicable Disease" regardless of any other cause or event contributing concurrently or in any other sequence thereto provided that subject to the other terms conditions and exclusions contained herein this Policy shall cover physical loss of or damage to the property insured where such physical loss or damage is directly caused by or arising from fire lightning explosion aircraft or vehicle impact power failure or surge falling objects windstorm rainstorm hail tornado cyclone typhoon hurricane earthquake seaquake seismic and/or volcanic disturbance/eruption tsunami flood storm surge water damage liquefaction freeze ice storm sleet weight of snow or ice avalanche smoke sprinkler leakage meteor/asteroid impact landslip landslide mudslide sinkhole collapse bush fire forest fire riot riot attending a strike looting civil commotion vandalism and malicious mischief or theft

For the purpose of this Exclusion Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes but is not limited to a virus, bacterium parasite or other organism or any variation thereof whether deemed living or not and
- b. the method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms and
- c. the disease substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property

26. loss or damage arising from contracts originally scheduled to be of longer duration than 36 months (exclusive of the maintenance period)

27. the construction or structural alteration or repair of basements

28. the construction or structural alteration or repair of transport tunnels

29. the construction or critical maintenance of hydroelectric or reservoir dams

30. Self Build Developments

## **GENERAL EXCLUSIONS**

### **1. NUCLEAR EXCLUSION CLAUSE**

No indemnity is provided

(a) for loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

(b) against any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission or fusion or like reaction or radioactive force or matter

### **2. WAR EXCLUSION CLAUSE**

No indemnity is provided in respect of loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power confiscation nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

### **3. SANCTION LIMITATION AND EXCLUSION CLAUSE**

Insurers will not provide cover be liable to pay any claim or provide any benefit if to do so would expose Insurers (or any parent company direct or indirect holding company of Insurers) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the Insurers) arising out of any trade and economic sanctions laws or regulations which are applicable to Insurers

## **MEMORANDA TO THE POLICY**

### **1. PROFESSIONAL FEES**

This Policy includes architects' surveyors' consulting engineers' and other professional fees necessarily incurred in connection with the reinstatement of property insured

Provided that

- a) such fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges subject to a maximum of 15% of the estimated contract value or GBP 250,000 whichever is the less
- b) the Insurers shall not provide indemnity against any fees incurred in preparing or pursuing any claim

### **2. DEBRIS REMOVAL**

This Policy includes costs and expenses necessarily incurred in respect of removal of debris dismantling demolition (including off site storage) shoring propping and clearance of drains and sewers following loss or damage insured not exceeding GBP 25,000 or 20% whichever is the lower

### **3. SPECULATIVE HOUSING**

In the event of speculative housing being completed but unsold cover under this Policy shall continue for a period of six months unless otherwise agreed from the date of practical completion but the Insurers liability shall not exceed GBP 500,000 any one occurrence

### **4. PLANS**

The property insured by Paragraph 1 of the Operative Clause shall be deemed to include plans and specifications or other contract documentation of the works or temporary works but only for the cost of reproducing such plans specifications and documentation up to a maximum limit of GBP 25,000

### **5. AUTOMATIC ACQUISITIONS**

The Insured shall include any entity acquired by the policyholder provided that

- a. the Business is similar to that of the Policyholder
- b. full underwriting information constituting a fair presentation of the risk (including claims information) is provided to the Insurers within 30 days of the acquisition
- c. the Policyholder accepts any additional terms and conditions required by Insurers and agrees to pay any additional premium

## **6. GENERAL INTEREST**

This Policy duly notes the interest of any Bank Finance Company Building Society and any other institution or concern that have a financial interest in the property insured by this Policy

## **7. MAINTENANCE**

Where required by contract this Policy includes physical loss or physical damage

- a) Occurring during the maintenance period (not exceeding twenty four months unless otherwise agreed) from a cause arising before the issue of a certificate of practical completion
- b) Occasioned by the Insured in the course of fulfilling his obligations during the maintenance period as required by the terms of the contract

## **8. OCCURRENCE**

The word "occurrence" shall mean all individual losses arising out of and directly occasioned by one event However the duration and extent to any "occurrence" so defined shall be limited to

72 consecutive hours as regards hurricane typhoon windstorm rainstorm hailstorm and/or tornado

72 consecutive hours as regards earthquake seaquake tidal wave and/or volcanic eruption

## **9. PRINCIPALS CLAUSE**

Where the Insured so requests the Insurers agree to indemnify any Principal of the Insured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Insured Such Principal shall be subject to and comply with the terms and conditions of the Policy and this clause shall in no way operate to increase the Sums Insured as stated in the Schedule

## **10. EXCESS**

Where an excess is stated in the Schedule the Insured shall be responsible for the first amount so specified

## **11. EMPLOYEES EFFECTS DEFINITION**

It is understood and agreed that for the purpose of this Policy the Insured's employees tools and effects shall include physical loss of or physical damage to tools clothing and personal effects (but not furs money and jewellery) belonging to any

- a) director or employee of the Insured
- b) clerk of works resident engineer or his employee

Whilst on or about any contract site

## **12. ADJUDICATION AWARDS CLAUSE**

- a) The Insurers will indemnify the Insured against an award (or any part thereof) made in respect of a construction dispute and resulting from an adjudication procedure which complies with the provisions of the Housing Grants Construction and Regeneration Act 1996
  - i) indemnity shall only apply to the extent that such an award relates to loss damage or liability for which an indemnity is provided by this Policy
  - ii) any payment made by the Insurers in respect of such an award shall be made without prejudice to any other rights of the Insurers under this Policy
- b) It is a condition precedent to any liability of the Insurers to make any payment under this Memorandum where there is a construction contract dispute relating to loss damage or liability for which an indemnity is or may be provided by this Memorandum
  - i) any notice received by the Insured from any party of intention to refer such a dispute for adjudication shall be forwarded to the Insurers within five days of receipt
  - ii) the Insured shall provide prior notice to the Insurers of any intention by them to refer any such dispute for adjudication



- iii) the Insured shall not accept any award made by an adjudicator to such a dispute as being final without the prior agreement of the Insurers

### **13. JOINT CODE OF PRACTICE**

In respect of all contracts or work whose estimated value (including free issue materials) exceeds GBP 1,000,000 the Insured undertakes to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Fifth Edition dated January 2000 (the Joint Code) or any subsequent edition thereof

The appointed representatives of the Insurers shall have the right at all reasonable times to enter and inspect any such contract site for the purpose of ensuring that the conditions of such sites or work in all respects comply with the Joint Code

For the purpose of Paragraph 6.3 of the Joint Code any building site including those where demolition alterations fitting out renovations refurbishment or repair work is carried out whose estimated value (including free issue materials) exceeds GBP 20,000,000 shall be deemed to be a "Large Project"

In the event of a breach of the Joint Code the Insurers may inform the Employer and management of the Insured the nature of the breach and may specify the required remedial measures (the Remedial Measures) and the reasonable period of time in which such Remedial Measures are to be completed. If the Insured should fail to complete such Remedial Measures within the specified time the Insurers may confirm the same by notice in writing given by actual delivery or by registered post or by recorded delivery to both the Employer and the Insured at their respective addresses nominated by the Insured at the inception of cover or as otherwise subsequently amended

Such notice shall at the discretion of the Insurers either suspend or cancel the Policy from the date named in the notice which shall not be less than 30 days from the date of delivery of such notice it being understood the Policy may be reinstated with effect from the date on which the Insurers are satisfied that the Remedial Measures have been completed

This Memorandum shall not prejudice waive or remove the rights of the Underwriter or the Insured under the terms exceptions and conditions of this Policy

### **14. PUBLIC AUTHORITIES REQUIREMENTS**

The Insurers will indemnify the Insured for such additional costs of reinstatement of the works as may be incurred with the Insurers written consent in complying with the stipulations of legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority first imposed upon the Insured following loss or damage provided that the reinstatement is completed within twelve months of the occurrence of the loss or damage or within such further time as the Insurers may in writing allow

Provided that the Insurers shall not be liable in respect of costs for

- i. requirements relating to any undamaged part of the works other than foundations (unless foundations are specifically excluded from this Policy)
- ii. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

### **15. EXPEDITING EXPENSES**

In the event of loss of or damage to Items 1 and 3 of the property insured the cost of repair reinstatement or replacement admitted under this Policy shall subject to the consent of the Insurers include the additional costs of overtime weekend shift working plant hire charges express delivery (including air freight) necessarily and reasonably incurred in expediting repair reinstatement or replacement of such loss or damage (but excluding any such costs to expedite the completion of any construction erection or installation of property not lost or damaged) provided that the liability of the Insurers shall not exceed GBP 50,000 in respect of each and every loss or series of losses arising out of one originating cause

### **16. CONTINUING HIRE CHARGES**

Cover under this Policy is extended to indemnify the Insured in respect of their legal liability for the payment of hiring charges in respect of plant hired in by the Insured under Contractors Plant Association and/or British Crane Hire Corporation Conditions of Hire or conditions imposing similar liability whilst such plant is out of use following loss or damage for which an indemnity is provided by this Policy (or which would be provided thereunder but for the application of an Excess Clause)

The Insurers will not be liable under this extension for

- a) liability for a period longer than three months or GBP 50,000 whichever is the least
- b) the first 7 days such plant is out of use

## **17. NEGLIGENT BREAKDOWN**

The Insurers will indemnify the Insured in respect of liability assumed under Clause 9(d) of the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association or any similar liability assumed under the Scottish Plant Owners Association Conditions or other Conditions no more onerous than these

## **18. IMMOBILISED PLANT**

In the event of constructional plant and/or equipment becoming unintentionally immobilised in any physical situation in or about the site of an insured contract the necessarily incurred cost of recovery and/or withdrawal shall be "damage" within the meaning of this Policy

Always provided that the total liability in respect of the actual damage and the recovery cost shall not exceed the total value of the item at the time of the damage

No indemnity shall be provided hereon in respect of the cost of recovery and/or withdrawal following electrical or mechanical breakdown or derangement where such is the sole reason for the recovery and/or withdrawal

## **19. INCREASE**

If during the Period of Insurance the actual reinstatement value of the property insured shall be in excess of the sum insured stated in the Schedule then the sum insured shall be deemed to be increased by the amount of such excess but not exceeding in all 110% of the sum insured stated in the Schedule

## **20. OFFSITE STORAGE**

Notwithstanding Exclusion 7. Insurers will indemnify the Insured in respect of physical loss of or physical damage to finished materials or goods designated for and awaiting incorporation into specific contract works while such goods are temporarily held in store away from the contract site but not while such materials or goods are being worked upon subject to a limit of GBP 100,000 any one loss

## **21. COMPLETED PENDING SALE – PRIVATE DWELLING HOUSES**

This Policy includes physical damage to private dwelling houses constructed as part of the Contract for one hundred and eighty days from completion of the individual house or until the date of sale whichever occurs first but the Insurers liability shall not exceed GBP 500,000 any one occurrence

## **22. AUTOMATIC REINSTATEMENT**

In consideration of the sum insured not being reduced by the amount of any loss or damage the Insured shall pay the appropriate additional premium calculated at pro rata of the applicable rate on the amount of the loss or damage from the date thereof to the expiry of the period of insurance such additional premium to be disregarded for the purposes of adjustment in accordance with General Conditions Attaching to This Policy 1

# GENERAL CONDITIONS ATTACHING TO THIS POLICY

## 1. ADJUSTMENT OF PREMIUM

It is a condition precedent to liability that if any of the Premium for this Policy has been calculated on estimates furnished by the Insured the Insured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Insurers to inspect such records. The Insured shall within three months from the expiry of each Period of Insurance furnish such particulars to the Insurers and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium required. The Insurers reserve the right to request that the Insured supplies an auditors statement with such calculations that are the subject of adjustment under this Policy attesting to the accuracy thereof. Such calculations shall include all remuneration paid to employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed.

## 2. CLAIMS PROCEDURE

On the happening of an event which could result in a claim the Insured shall

- a. Make no admission of liability or promise without the Insurers written consent
- b. Notify the Police immediately in respect of plant or equipment of any loss or damage by theft riot arson or wilful or malicious damage
- c. Notify The Equipment Register Office 2 H/I, Wessex House, 40 Station Road, Westbury, Wiltshire BA13 3JN Tel No: 01225464599 <https://www.ter-europe.org> in respect of theft of any plant or equipment

It is a condition precedent to liability that the Insured shall give written notice to the Insurers as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. Every claim writ summons or process and all documents relating thereto shall be forwarded to the Insurers immediately they are received.

In the event of any occurrence giving rise to loss or damage insured under this Policy the Insured shall take such immediate action as is necessary to minimise the loss and in the case of property which has been lost stolen or wilfully or maliciously damaged the Insured shall give immediate notice to the Police and take all practicable steps to recover property lost and to discover the person or persons responsible for such loss or damage.

No admission offer promise or payment shall be made or given by or on behalf of the Insured without written consent of the Insurers who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require.

If the Insured shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Insurers.

For the safety of the property insured and to prevent loss or damage in the event of an occurrence giving rise or which may give rise to a claim under this Policy the Insured shall at his own expense take such immediate action as is necessary to minimise any loss and prevent repetition.

Toledo Insurance Solutions use Kennedys Law LLP to take First Notifications of Loss and administer the ongoing claim with the respective insurer. All claims and enquiries should be addressed to:

Kennedys Claims Handling Team c/o Moorhouse Group

Kennedys Law LLP

20 Fenchurch St

London EC3M 3BY

Telephone: 02920 849586

Email: [moorhouseclaims@kennedyslaw.com](mailto:moorhouseclaims@kennedyslaw.com)

### **3. ALTERATIONS IN RISK**

It is a condition precedent to liability that the Insured is required to notify the Insurers as soon as reasonably practicable of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy and the Insurers reserve the right to amend the terms and conditions of the Policy

### **4. OTHER INSURANCE**

If any claim covered by this Policy is also covered in whole or in part by any other insurance the liability of the Insurers shall apply excess of and not as contributory with such other insurance

### **5. CANCELLATION CLAUSE**

Insurers may cancel this Policy by sending thirty days' written notice to the Insured's last known address whereupon the Insured shall become entitled to a refund of a proportionate part of the premium

### **6. DISPUTES CLAUSE**

Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to the laws of England and Wales Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction All matters arising hereunder shall be determined in accordance with the law and practice of such court

### **7. PRECAUTIONS**

The Insured shall take all reasonable precautions or steps

- a. to observe and comply with all Statutory or local authority laws obligations and requirements
- b. In the selection of employees or sub-contractors
- c. to see that construction plant equipment and machinery are substantial and sound and in proper order and fit for the purposes for which they are used
- d. to prevent loss or damage

### **8. TEMPORARY PRECAUTIONS**

If any defect in the Contract Works or construction plant equipment and machinery shall be discovered the Insured shall until such defect has been made good cause temporary precautions to be taken as the circumstances may require

The Insured shall at all times take all reasonable precautions to prevent accidents injury loss or damage

### **9. SUBROGATION**

Any claimant under this Policy shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon its paying for or making good any damage insured by this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Insurers

### **10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

### **12. FRAUDULENT CLAIMS**

If the Insured shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise (including the provision of false or fraudulent documents or statements) then

Insurers will:

- a) refuse to pay the whole of the claim and
- b) recover from the Insured any sums that it has already paid in respect of the claim

Insurers may also notify the Insured that it will be treating all sections of this policy as having terminated with effect from the date of the earliest of any of the fraudulent act In that event the Insured will

- a) have no cover under the Policy from the date of termination and
- b) not be entitled to any refund of premium

### **13. DUE OBSERVANCE**

If the Insured does not comply with any part of any condition which makes payment of any claim conditional upon such compliance Insurers will not pay the claim except where:

- 1. compliance would tend to reduce the risk of loss of a particular kind or at a particular time or location and
- 2. the Insured has demonstrated that the non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

### **14. AVERAGE**

If the sum insured in respect of each individual item of Insured Property is less than 100% of the full reinstatement value for that item the amount of any claim shall be proportionately reduced

### **15. THE NATIONAL PLANT AND EQUIPMENT REGISTER**

It is a Condition of this Policy that all Construction Plant Tools Machinery and Equipment with an individual value in excess of GBP 25,000 must be registered with The Equipment Register Office 2 H/I, Wessex House, 40 Station Road, Westbury, Wiltshire BA13 3JN Tel No: 01225464599 <https://www.ter-europe.org/> within 60 days of inception Failure to do so will mean cover provided under Item No. 2) of the Schedule is cancelled

### **16. PREMIUM PAYMENT CONDITION**

It is a condition precedent to liability that all Premiums due to Insurers are paid within 60 days of inception of this Policy. Non-receipt by Insurers of such Premiums by midnight of the Premium Due Date shall render this Policy void with effect from inception

### **NOTICE**

The Insured must make a fair presentation of the risk at inception renewal and variation of this Policy

If the Insured fails to make such a fair presentation of the risk

- a) Insurers may avoid this Policy and refuse all claims if
  - (i) such failure was deliberate or reckless and/or
  - (ii) Insurers would not have entered into this Policy on any terms if the Insured had made a fair presentation of the risk

Should Insurers avoid the Policy Insurers shall return the premium paid to the Insured unless such failure was deliberate or reckless

- b) if Insurers would have entered into the Policy but on different terms had the Insured made a fair presentation of the risk Insurers may
  - (i) reduce proportionately the amount to be paid on any claim if Insurers would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the premium that would have been charged had the Insured made a fair presentation of risk and/or
  - (ii) treat the Policy as entered into on any such different terms (other than relating to the premium) that Insurers would have entered into had the Insured made a fair presentation of risk

## HOW TO MAKE A CLAIM

Toledo Insurance Solutions use Kennedys Law LLP to take First Notifications of Loss and administer the ongoing claim with the respective insurer.

Toledo Insurance Solutions use Kennedys Law LLP to take First Notifications of Loss

All claims and enquiries should be addressed to:

Kennedys Claims Handling Team c/o Moorhouse Group

Kennedys Law LLP

20 Fenchurch St

London EC3M 3BY

Telephone: 02920 849586

Email: [moorhouseclaims@kennedyslaw.com](mailto:moorhouseclaims@kennedyslaw.com)

Claims in writing should be directed to:

Kennedys Claims Handling Team c/o Moorhouse Group

Kennedys Law LLP

20 Fenchurch St

London

EC3M 3BY

Alternatively, if **you** prefer, please contact Toledo Insurance Solutions or your Broker.

To enable **your** claim to be dealt with quickly, Kennedys Law LLP will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

Following notification

- provide Kennedy's Law LLP any other required information;
- forward to Kennedy's Law LLP as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
- inform the Police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- not admit liability or offer or agree to settle any claim without Our written permission;
- take all care to limit any loss, Damage or Injury;
- provide Us with evidence of value or age (or both) if We require;
- retain ownership of Your property at all times. We will not take ownership of, or accept liability for, any of Your property unless We agree with You in writing in advance to do so;
- carry out any necessary measures to reduce the loss, it is Your responsibility to prove Your loss and retain receipts, photographs and guarantees where practicable.

## COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

Compliance Officer  
Toledo Insurance Solutions  
Barlcaj House  
Pontygwindy Road  
Caerphilly  
CF83 3HU

Telephone: 02920 849556  
Email: [complaints@ToledoIS.co.uk](mailto:complaints@ToledoIS.co.uk)

### **The Financial Ombudsman Service (FOS)**

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: +44 (0)30 0123 9123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **The Financial Services Compensation Team**

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA/NV UK branch is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance.

Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## DATA PROTECTION NOTICE

Toledo Insurance Solutions respects your right to privacy. In our Privacy Policy (available at <https://ToledoIS.co.uk/privacy-notice>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact via email to [compliance@ToledoIS.co.uk](mailto:compliance@ToledoIS.co.uk) or in writing to The Data Protection Officer, Toledo Insurance Solutions, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to “you” or “your” herein encompasses non-exhaustively “you, your company, employees and / or customers”).

We may disclose your personal information to:

- our **group companies**;
- **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Toledo Insurance Solutions group of companies by virtue of our Intra Group Data Transfer Agreement, which includes Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request ('DSAR')**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.