# SCHEDULE
## Contractors Combined Liability

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| **Policy Number:** | 26PF067654 |
| **Attaching to Delegated Underwriting Contract Number:** | B2267C25M8155 |
| **Assured:** | Jph Fm Ltd |
| **Policy Period:** | **Inception Date:** March 31, 2026<br>**Expiry Date:** March 30, 2027<br>(both dates inclusive)<br>This Policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry of the Policy Period unless a new agreement is reached between the Underwriters and the Assured.(both dates inclusive) |
| **Mailing Address:** | Easthampstead House, Town Square, BRACKNELL, RG12 1BH, United Kingdom |
| **Business Description:** | Facilities Management - Works include Planned preventative maintenance (PPM), Reactive building<br>maintenance. Electrical maintenance and testing (e.g. lighting, small power, emergency lighting), Mechanical maintenance (HVAC, pumps, plant servicing). Plumbing works and minor pipework repairs, Fabric maintenance (doors, ceilings, |
| **Employers' Reference Number:** | 120PE03620507 |
| **Policy Wording Attaching:** | CVX-CAS-004-0424 Contractors Combined Liability Policy (UK) |
| **Endorsements Attaching:** | Total Professional Indemnity Exclusion - Convex<br>CONX-CAS-277-0421 – Hazardous Locations Exclusion Endorsement<br>CONX-CAS-278-0521– Hazardous Waste Exclusion<br>CNVXCAS009 – Airside Work Exclusion Endorsement<br>CONX-CAS-228-0421 – Cement (Rip and Tear) Losses Occurring Additional Cover<br>CNVXCAS217 – Working Height (Safety) Conditions Endorsement<br>CONX-CAS-250-0521 – Efficacy of Products Limit Additional Cover Endorsement<br>CONX-CAS-156-0987 - Year End Adjustment Endorsement<br>Push-Fit Pipes And Pressure Testing Condition<br>Burning, Welding & Cutting Conditions Endorsement |

Satisfactory Confirmed 5 Years Claims Experience Condition

CONX-CAS-393-0421 – Underground Cables, Pipes and Services Conditions

CONX-CAS-345-985 - Existing Structure Extension

CONX-CAS-494-0822 – Timber Frame Conditions

CONX-CAS-567-846 - Speculative Housing Cover Extension

CONX-CAS-963-023 - Directors And Officers Extension

CONX-CAS-COV-CEV - Cover Extensions Condition

**Assured's Locations:**

**Location 1**

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| **Operative Cover A - Employers' Liability** | **Operative** |
| **Limit of Liability:** | GBP 10,000,000 any one Occurrence<br>Subject to the following sub-limits which shall be part of and not in addition to the above limit:<br>Asbestots sub-limit: GBP 5,000,000<br>Offshore sub-limit: Not Insured<br>Terrorism sub-limit: GBP 5,000,000<br>Data Protection sub-limit: GBP 50,000<br>All any one Occurrence |
| **Excess:** | Not applicable |
| **Defence Costs:** | Inclusive of the Limit of Liability |
| **Covered Jurisdiction:** | United Kingdom |
| **Territorial Limits:** | United Kingdom of Great Britain and Northern Ireland, Isle of Man and the Channel Islands |

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| **Operative Cover B - Public Liability** | **Operative** |
| **Limit of Liability:** | GBP 5,000,000 any one occurence or series of occurences arising out of one originating cause |
| **Excess:** | 1,000 |
| **Defence Costs:** | Inclusive of the Limit of Liability |
| **Retroactive Date:** | 31/03/2026 in respect of the Data Protection Legislation Extension |
| **Covered Jurisdiction:** | United Kingdom |
| **Territorial Limits:** | United Kingdom of Great Britain and Northern Ireland, Isle of Man and the Channel Islands |

**Policy Reference:** 8221004

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| **Operative Cover C - Product Liability** | **Operative** |
| **Limit of Liability:** | GBP 5,000,000 any one occurence or series of occurences arising out of one originating cause and in the aggregate |
| **Trigger:** | Losses Occuring and During |
| **Excess:** | GBP 1,000 |
| **Defence Costs:** | Inclusive of the Limit of Liability |
| **Retroactive Date:** | 31/03/2026 in respect of the Data Protection Legislation Extension |
| **Covered Jurisdiction:** | United Kingdom |
| **Territorial Limits:** | United Kingdom of Great Britain and Northern Ireland, Isle of Man and the Channel Islands |

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| **Operative Cover D - Pollution Liability** | **Operative** |
| **Limit of Liability:** | GBP 5,000,000 any one occurence or series of occurences arising out of one originating cause and in the aggregate |
| **Excess:** | GBP 1,000 increasing to GBP 5,000 in respect of United States of America and Canada |
| **Defence Costs:** | Inclusive of the Limit of Liability |
| **Covered Jurisdiction:** | United Kingdom |
| **Territorial Limits:** | United Kingdom of Great Britain and Northern Ireland, Isle of Man and the Channel Islands |

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| **Operative Cover E - Contractors All Risks** | **Operative** | |
| **Property Insured:** | | |
| 1) Contract Works: | | |
| Sum Insured: | GBP 50,000 | any one Occurrence |
| Excess: | GBP 1,000 | |
| 2) Temporary buildings and/or Site Accommodation | | |
| Sum Insured: | GBP 0 | any one Occurrence |
| Excess: | GBP 1,000 | |
| 3) Plant, Tools and Equipment: | | |
| Sum Insured: | GBP 5,000 | any one Occurrence |
| Own Plant Max Value Any One Item: | GBP 5,000 | |
| Excess: | GBP 1,000 | |
| 4) Hired in Plant: | | |
| Sum Insured: | GBP 5,000 | any one Occurrence |
| Hired In Plant Single Article Limit: | GBP 5,000 | |
| Excess: | GBP 1,000 | |
| 5) Employees tools clothing and personal effects: | | |
| Sum Insured: | GBP 0 | any one Occurrence |
| Excess: | GBP 100 | |

**Policy Reference:** 8221004

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| **Operative Cover E - Material Damage** | **Not Operative** | |
| **Location 1** | **Address** | |
| **Day One Uplift Percentage:** | N/A<br>Where a Declared Value is stated below, the Sum Insured is calculated by applying the Day One Uplift Percentage to the Declared Value. | |
| **Excess:** | GBP | |
| **Buildings** | **Buildings including Landlords Fixtures and Fittings Sum Insured:** | **GBP Not Covered** |
| Buildings Sub-Limits for specific items or categories (if applicable): | Buildings (Declared Value): | GBP |
| | Landlord's fixtures and fittings: | GBP |
| **Contents:** | **Contents Sum Insured:** | **GBP Not Covered** |
| Contents Sub-Limits for specific items or categories (if applicable): | Contents (Declared Value): | GBP Not Covered |
| | Machinery and plant: | GBP |
| | Other contents: | GBP |
| | Fixed Computer Equipment: | GBP |
| | Tenant Improvements: | GBP |
| | Rent payable: | GBP |
| **Stock:** | **Stock Sum Insured:** | **GBP Not Covered** |
| Stock Sub-Limits for specific items or categories (if applicable): | Stock and materials in trade: | GBP |
| | Goods in trust: | GBP |

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| **Operative Cover F - Business Interruption** | **Not Operative** | | |
| **Gross Profit** | | **Additional Increased Cost of Working** | |
| Total Sum Insured: | GBP | Total Sum Insured: | GBP |
| Maximum Indemnity Period: | | Maximum Indemnity Period: | |
| Annual Sum Insured: | GBP | Annual Sum Insured: | GBP |
| **Gross Revenue** | | **Book Debts** | |
| Total Sum Insured: | GBP | Total Sum Insured: | GBP |
| Maximum Indemnity Period: | | **Prevention of Access** | |
| Annual Sum Insured: | GBP | Total Sum Insured: | GBP |
| **Increased Cost of Working** | | Maximum Indemnity Period: | |
| Total Sum Insured: | GBP | Annual Sum Insured: | GBP |
| Maximum Indemnity Period: | | **Rent Receivable** | |
| Annual Sum Insured: | GBP | Total Sum Insured: | GBP |
| | | Maximum Indemnity Period: | |
| | | Annual Sum Insured: | GBP |

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| **Operative Cover G - Money** | **Not Operative** |
| **Sum Insured:** | GBP |
| **Excess:** | GBP |

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| **Operative Cover H - Trade All Risks** | **Not Operative** | | |
| **Propety Insured:** | **Sum Insured:** | **Excess:** | **Territorial Limits applying to each item:** |
| **N/A** | GBP | GBP | |

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| **Operative Cover I - Goods in Transit** | **Not Operative** | |
| **Property in Transit Annual Carryings and Sendings Sum Insured** | **GBP** | **Territorial Limits applying to each item:** |
| Sub limit any one vehicle: | GBP | United Kingdom |
| Sub limit any one package: | GBP | United Kingdom |
| **Excess** | GBP | |

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| **Operative Cover J - Deterioration of Refrigerated Stock** | **Not Operative** |
| **Stock Sum Insured:** | GBP |
| **Excess:** | GBP |

**Premium:**

(Subject to adjustment in accordance with General Terms and Conditions 17: Premium Adjustment.

**Operative Cover A - Employers' Liability**

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| **Minimum and Deposit Premium:** | GBP 1,350.00 | |
| **Minimum and Deposit Percentage:** | 100% | |
| **Adjustable Bases:** | Clerical Wages | GBP @ 0.2% |
| | Manual Wages | GBP 150,000 @ 0.9% |
| | Drivers Wages | GBP @ 0.9% |
| | Woodworking Machinists | GBP @ 2.5% |
| | Supervisors Wages | GBP @ 0.72% |
| | Yardman Wages | GBP @ 0.9% |

**Operative Cover B - Public Liability**

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| **Minimum and Deposit Premium:** | GBP 1,000.00 | |
| **Minimum and Deposit Percentage:** | 100% | |
| **Adjustable Bases:** | Turnover (inc any BFSC payments): | GBP 500,000.00 @ 0.18% |

**Operative Cover C - Product Liability**

**Minimum and Deposit Premium:** Included within Operative Cover B

**Operative Cover D - Pollution Liability**

**Minimum and Deposit Premium:** Included within Operative Cover B

**Operative Cover E - Contractors All Risks**

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| **Minimum and Deposit Premium:** | GBP 750.00 | |
| **Minimum and Deposit Percentage:** | 100% | |
| **Adjustable Bases:** | Contract Works: | GBP 500,000.00 @ 0.077% |
| | Plant, Tools and Equipment: | GBP 5,000 @ 0.9% |
| | Employee Tools: | GBP @ 1.8% |
| | Hiring Fees: | GBP 1,000 @ 1.8% |
| | Temporary buildings: | GBP @ 0.9% |

**Operative Cover E, F, G, H, I and J - Material Damage, Business Interruption, Money, Trade All Risks, Goods in Transit and Deterioration of Refrigerated Stock**

**Premium:** GBP

**Policy Reference:** 8221004

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| **Total Premium:** | GBP | 3,100.00 |
| **ARAG Legal Expenses:** | GBP | Not Covered |
| **Insurance Premium Tax at 12%:** | GBP | 372.00 |
| **Fees:** | GBP | 150.00 |
| **Total Due:** | GBP | 3,622.00 |

**Notification of Claims or Incidents to:**

**Email:** convexclaims@broadspiretpa.co.uk

**Phone:** 01908 302011

**Written Lines:**



For and on behalf of Convex Insurance UK Limited.
Price Forbes have a delegated authority agreement with Convex Insurance UK Ltd who are the Insurer. As such, Price Forbes represent the Insurer when they interact with you/the Insured about this insurance policy.

**Order Hereon:** 100%

**Dated:** 25/03/2026

**Policy Reference:** 8221004

## Endorsements

APPLICABLE TO THE ALL SECTIONS OF THE POLICY

Despite anything contained herein to the contrary the Contractor All Risks, Public Liability, Products Liability and Pollution Liability Sections of this Policy do not provide cover in respect of liability:-

a) for the rendering of a professional service or any omission thereof

b) for any advice, design, plans, specifications, formulae, surveys, directions prepared and/or consultancy work carried out by the Insured

Irrespective of whether a fee is charged.

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

**CONX-CAS-277-0421 - Hazardous Locations Exclusion Endorsement**

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

1. The following Exclusions apply only to Operative Cover A - Employers' Liability and Operative Cover B - Public Liability.

   The Underwriters will not indemnify the Assured against liability arising out of or in connection with any of the following unless stated to be "included":

   a) any work on or in;

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| i. | docks, harbours, piers or wharves | Excluded |
| ii. | watercraft | Excluded |
| iii. | chemical or petrochemical works, oil or gas refineries or storage facilities | Excluded |
| iv. | aircraft or other aerial devices | Excluded |
| v. | ~~airports~~, airfields, landing strips or helipads and any apron or hangar | Excluded |
| vi. | power stations, including nuclear power stations | Excluded |
| vii. | any installation where nuclear processing is undertaken | Excluded |
| viii. | railways or involving the installation, maintenance, repair or supply of railway tracks or signalling equipment | Excluded |
| ix. | towers, cooling towers, steeples, chimney, shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, coffer dams, motorways, quarries, mines or collieries | Excluded |

   b) any work involving;

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| i. | piling, ground stabilisation, underpinning or dewatering | Excluded |
| ii. | roofing or scaffolding under a standalone contract | Excluded |
| iii. | water diversion, flood protection or sea defences | Excluded |
| iv. | underwater construction | Excluded |
| v. | structural basement works | Excluded |
| vi. | cladding | Excluded |

c) any claim arising out of or in connection with acts, practices or working methods relating to demolition work using;

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| i. | a mechanical swing arm or ball | Excluded |
| ii. | explosives | Excluded |
| iii. | one-drop methods which involve the undermining or removal of support designed or intended to collapse a building structure over 15 metres in height in one sudden and uninterrupted process | Excluded |

d) any demolition work undertaken by the Assured or on the Assured's behalf, other than the demolition of any building or part of a building not exceeding 7.5 metres in height at any point where the demolition work forms part of an erection, refurbishment or extension contract to be undertaken by the Assured or on the Assured's behalf Excluded

e) work involving the use of slings or cradles to move/carry people Excluded

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-278-0521- Hazardous Waste Exclusion**

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Hazardous Waste Exclusion shall apply only to Operative Cover B - Public Liability and Operative Cover C - Product Liability section of the Policy as follows:

For the purpose of this Exclusion only:

1. **Exclusion Applicable to Operative Covers B - Public Liability and C - Product Liability**

   The following Exclusion is added to the Exclusions Applicable to Operative Cover B - Public Liability and Operative Cover C - Product Liability:

   Underwriters will not indemnify the Assured in respect of liability or any claim arising out of the intentional handling or storage of any Hazardous Waste material.

2. **Definition**

   The following Definition is used for the purpose of interpreting this Exclusion only:

   **Hazardous Waste means**
   as defined by the Hazardous Waste (England and Wales) Regulations 2005, the Hazardous Waste (Northern Ireland) Regulations 2005 and/or the Special Waste Amendment (Scotland) Regulations 2004 or any amendment or substitution thereof.

This Exclusion is also subject to the Terms and Exclusions of Operative Cover B - Public Liability and Operative Cover C - Product Liability.

All other terms and conditions of the Policy remain the same and will apply to this Exclusion, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

## CNVXCAS009 - Airside Work Exclusion Endorsement

The following applies only to Operative Cover B - Public Liability and Operative C - Products Liability.

The following additional definitions are used for the purposes of this Endorsement:

1. **Airside means:**
   a) in respect of airports: any area of the airport to which aircraft have access;

   b) in respect of airfields: any runway, landing strip and all other areas designated by the operators of the airfield for use by aircraft.

The Underwriters will not indemnify the Assured in respect of any Claim caused by or arising out of work carried out by the Assured or on your behalf occurring airside.

All other terms, conditions, exclusions and limitations remain unchanged.

## CONX-CAS-228-0421 - Cement (Rip and Tear) Losses Occurring Additional Cover

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

The following applies only to Operative Cover B - Public Liability and Operative Cover C - Product Liability.

1. **Additional Cover to Operative Cover B and Operative Cover C**
   Subject to the General exclusions, terms, conditions and definitions of this Policy, Operative Cover B and Operative Cover C are extended as follows:

   The Underwriters will indemnify the Assured and against the Assured's legal liability in respect of:

   a) the cost of digging out and removing and/or replacing any cement, concrete, tar or tarmac which is necessary because of its failure;

   b) rebuilding costs or the cost of any repair or remedial work on any structure or works, including any loss or expense resulting from the need to rebuild, repair or undertake remedial work, which is necessary because of the failure of any cement, concrete, tar or tarmac;

   to fulfil the purpose for which any cement, concrete, tar or tarmac was supplied by the Assured or on the Assured's behalf.

2. **Limit of Liability**
   The Underwriters' liability under this Additional Cover for all sums payable in respect of the Policy Period will not exceed **GBP 100,000** in the aggregate per annual for both Operative Cover B and Operative Cover C combined.

   For the purposes of this Additional Cover, the Excess stated in the Schedule shall not apply and the following excess is applicable: the first GBP 5,000 or 10.00%, whichever is greater, of all compensation payable under this Additional Cover by the Assured to any Claimant or any number of Claimants in respect of each and every Occurrence.

   Defence Costs under this Additional Cover shall be a part of and not in addition to the applicable Limit of Liability under this Extension.

3. **Exclusions**
   The following exclusion applies to Operative Cover B - Public Liability and Operative Cover C - Product Liability in respect of this Additional Cover:

   a) The Underwriters will not indemnify the Assured in respect of the Assured's legal liability for the costs of:

      i. supplying:

         a) cement or concrete in replacement for;

         b) additional cement or concrete as reinforcement for;

      cement or concrete originally supplied by the Assured or on the Assureds behalf;

   which is necessary because of:

      ii. the failure of cement or concrete to fulfil the purpose for which it has been or may be supplied;

      iii. the discovery of the existence or supply, or alleged discovery, of the existence or supply of "High Alumina Cement" or "Calcium Aluminate Cement";

by the Assured or on the Assured's behalf.

The following exclusion applies only to Operative Cover C - Product Liability in respect of this Additional Cover:

b) The Underwriters will not indemnify the Assured in respect of:

i. the Assured's legal liability arising out of any contract entered into by the Assured before the date of inception.

All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CNVXCAS217 - Working Height (Safety) Conditions Endorsement**

The following applies only to Operative Cover A - Employers' Liability and Operative Cover B - Public Liability and are conditions of the insurance that the Assured need to meet as the Assured part of this contract to which this Endorsement attaches. If the Assured do not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

It is a condition of this insurance that:

a) the Assured must ensure the Assured, the Assured's Employees and all personnel under the Assured's control comply with;

i. the Work at Height Regulations 2005, for work in the United Kingdom; or

ii. part 4 of the Safety, Health and Welfare at Work (General Application) Regulations 2007, for work in the Republic of Ireland;

or any later law or regulation, with regard to;

i. the competence of the people undertaking the work;

ii. anything to be done before work at height commences, during the work and on completion.

b) when work is being undertaken at a height which exceeds <5> <metres> above;

i. the ground for external work; or

ii. floor level for internal work;

the Assured must ensure that;

i. all personnel are supplied with and wear 'fall arrest' harnesses which are anchored securely to a suitable structure at the appropriate height level to prevent falls and resulting impact with the ground or other surfaces or items beneath; or

ii. if harnesses are deemed inappropriate for the height concerned, that other suitable fall arrest equipment is used (including but not limited to nets, airbags or other soft-landing systems).

All other terms, conditions, exclusions and limitations remain unchanged.

**CONX-CAS-250-0521 - Efficacy of Products Limit Additional Cover Endorsement**

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Efficacy of Products Limit Additional Cover Endorsement as follows:

i. This Additional Cover shall only extend cover to Operative Cover C - Product Liability section of the Policy. (*Excluding any piling and underpinning activities)

ii. This Additional Cover is subject to all the terms of Operative Cover C - Product Liability and also the General Exclusions, Terms and Conditions as applicable as set out in Section 2 of the Policy.

1. **Operative Cover C - Product Liability Additional Cover**
The following Additional Cover is added to the Additional Covers applicable to Operative Cover C as follows (*Excluding any piling and underpinning activities):

**Product Liability**

a) The indemnity granted by Operative Cover C is extended to cover the Assured for legal liability for any Claim(s) for Damages (including the Claimant's costs, fees and expenses) for Bodily Injury or Property Damage arising out of the failure of any Product or part of any Product that has failed to fulfil its intended purpose for which it was sold by the Assured within the Territorial Limits and Covered Jurisdictions as specified in the Schedule.

b) This Additional Cover shall only become effective after the Product has been installed by the Assured or ceased to be in the Assured's custody or control.

c) This Additional Cover only applies to claim(s) that are made against the Assured during the Policy Period occurring on or after the Retroactive Date being specified below before the expiry of the Policy.

**2. Sub Limit of Liability and Defence Costs**

a) The Underwriters' liability to pay any claim(s) for Damages (including Claimants' costs, fees, expenses) and Defence Costs shall not exceed the Limit of Liability as stated below at 2(b) as applicable in this Additional Cover in respect of each and every Occurrence arising during the Policy Period.

i. Limit of Liability applicable to this Additional Cover: **GBP 250,000**

ii. Excess applicable to this Additional Cover: **GBP 2,500**

iii. Retroactive Date applicable to this Additional Cover: Inception

b) The Additional Cover afforded by Clause 2 (a) and (b) above shall be part of and not in addition to the Limit of Liability as stated in the Schedule.

*Where piling and underpinning activities are undertaken, CONX-CAS-428-0421- Piling and Underpinning Guarantee Exclusion will cancel and replace the above CONX-CAS-250-0521- Efficacy of Products Limit Additional Cover Endorsement

The terms and conditions above only apply to this Additional Cover. All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-156-0987 - Year End Adjustment Endorsement**

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

The following applies to all Operative Covers and is a condition of the Policy to which this Endorsement attaches that the Assured needs to comply with in order to fulfil the Assured's obligations under the Policy. If the Assured does not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

It is hereby noted and agreed that any additional premium due following receipt of the declared wages and turnover for the expiring policy period, the first GBP 5,000 plus IPT is waived in full. This agreement is subject to the renewal of the policy with Price Forbes, and that the net claims loss ratio does not exceed 25% of the annual premium for the expiring policy period.

Should the policy be cancelled within six months thereafter, Underwriters reserve the right to collect any 'waived' additional premium in full.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**Push-Fit Pipes And Pressure Testing Condition**

**Push-Fit Pipes Condition**

We will not indemnify You in respect of Damage caused by Push Fit Pipes if not designed, fitted and installed in accordance to the British Standard specifications.

**Policy Reference:** 8221004

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## Pressure Testing Condition

It is a condition precedent to Underwriters liability that all components of a refrigeration system/pipes/heating systems shall be strength pressure tested and tested for tightness and the result documented prior to being put into operation for the first time. This should include: The specification covers site strength and tightness pressure testing on site installed pipework. Prior to the tests, steps shall be taken to ensure the safety of people and to minimise risk to property.

Where possible, previously strength tested vessels, piping and sensitive instrumentation will be isolated from test pressures. System safety pressure relief valves venting to atmosphere will not be fitted for the tests and their connections will be blanked. Termination points and other open orifices will be blanked or plugged where required. "Soapy bubble" trace solution will be used during the tightness test. For all pressure testing, the system under test shall be isolated from the source of pressure after the test pressure has been reached. A pressure test safety valve of adequate size shall be installed to prevent significant over-pressure. When pressure testing on site a pressure test manifold may be used. The pressure test procedures referred to in this specification should be take into account the requirements of:

- Standard Specification - Pressure Test Certification of Systems
- HSE Guidance Note GS4 - Safety in Pressure Testing
- BSEN378 Refrigeration systems and heat pumps - Safety and environmental requirements in the design, construction testing, marking and documentation.
- Method Statement OFN Strength and Tightness Testing of Site Assembled Systems
- System Pressure Test Record Standard Form
- System Pressure Test Certificate Standard Form

## Burning, Welding & Cutting Conditions Endorsement

The following are conditions of the insurance that the Assured need to meet as the Assured's part of this contract to which this Endorsement attaches. If the Assured do not meet any of these conditions and that either causes a claim or contributes to a claim, Underwriters may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that:

1. in respect of work away from the Assured own premises involving the use of the application of heat, including the use of blow torches, blow lamps, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted), the following precautions must be complied with on each occasion;

    a) for work involving the use of blow lamps, blow torches, flame guns and hot air guns;

        i. the area in which work is to be carried out is to be examined before each period of work commences and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material.

        ii. suitable fire extinguishing appliances must be kept available for immediate use at the point of work.

        iii. the lighting of all blow lamps, blow torches and flame guns must be carried out strictly in accordance with manufacturer's instructions and extinguished immediately after use.

        iv. lighted blow lamps, blow torches and flame guns must not be left unattended.

        v. hot air guns must be switched off when not in use and when unattended.

        vi. upon completion of each period of work a continuous fire safety check must be made of the vicinity of the work for a period of not less than thirty minutes to ensure that there is no risk of fire.

    b) for work involving electric oxy-acetylene or other welding or cutting equipment and angle grinders;

i. before each period of work commences the area in which the work is to be carried out, including adjoining shafts or openings and the area on the other side of any wall or partition, must be inspected to see whether any combustible property, other than the property to be worked upon, is in danger of ignition either directly or by conduction of heat.

ii. all combustible property must be removed to a distance of not less than 10 metres from the point of work and property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.

iii. the Assured must arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished and angle grinders are switched off.

iv. suitable fire extinguishing appliances must be made available for immediate use at the point of work.

v. the lighting or operation of all angle grinders, electric oxy-acetylene or welding and cutting equipment must be carried out strictly in accordance with the manufacturer's instructions and extinguished or switched off after use.

vi. lighted or active, electric oxy-acetylene or other welding and cutting equipment and angle grinders must not be left unattended.

vii. gas cylinders not in use must be kept outside the building in which the work is taking place where practicable, but in any event at least 5 metres from the point of application of heat.

viii. upon completion of each period of work a thorough fire safety check must be made of all the areas in which the work was carried out, including adjoining shafts or openings and the area on the other side of any wall or partition for a period of not less than thirty minutes to ensure that there is no risk of fire.

2. when using bitumen boilers, the boiler must be placed on a non-combustible surface and is not be left unattended whilst lit.

Excess

The Underwriters will not be liable for the first GBP 2,500 of each and every claim arising out of work away from the Assured's own premises involving the use of the application of heat, including the use of blow torches, blow lamps, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted).

All other terms, conditions, exclusions and limitations remain unchanged.

**Satisfactory Confirmed 5 Years Claims Experience Condition**

This Policy is subject to a satisfactory 5 year confirmed claims experience being provided within 28-days from inception.

In the event that the confirmed claims experience is not provided within the timescales specified by Insurers, or the aforementioned provided is not acceptable to Insurers, then we reserve the right to either continue cover subject to alterations of the terms and conditions of such cover or to suspend or withdraw cover effective from the date cover was incepted or renewed or any other period specified by us.

If the terms or conditions of cover are amended, then you shall have 7 (seven) days to accept or reject the revised basis of cover. If You elect to reject the revised basis of cover, then subject to Insurer agreement you may be entitled to a refund of premium subject to an administration charge provided that no claims have been made during the current Period of Insurance.

If we exercise our right to suspend or withdraw cover then subject to Insurer agreement you may be entitled to a refund of premium in respect of such period that cover is suspended or for any

period beyond the effective date from which cover is withdrawn, provided that no claim has been made during the current Period of Insurance.

Except in so far as they are expressly varied by this condition, all terms, conditions, provisions, exclusions and limits of the Combined Liability shall continue to apply until we advise otherwise. To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

**CONX-CAS-393-0421 - Underground Cables, Pipes and Services Conditions**

By way of endorsement to the Policy, the Underwriters and the Assured agree as follows:

The following apply to Operative Cover B - Public Liability and are conditions of the Policy to which this Endorsement attaches that the Assured needs to comply with in order to fulfil the Assured's obligations under the Policy. If the Assured does not meet any of these conditions and that either causes a Claim or contributes to a Claim, the Underwriters may reject that Claim or payment in respect of that Claim could be reduced.

The following applies to Operative Cover B - Public Liability only.

1. It is a condition of this insurance that before any excavation work is carried out the Assured have:

   a) taken reasonable measures or arranged for reasonable measures to be taken (for example, contacting the appropriate authorities) to identify the location of cables, pipes and services which might be on site and to which damage might be caused;

   b) retained a written record of the measures taken to locate cables, pipes and services; and

   c) advised those who are carrying out the work on the Assured's behalf of the location of any cables, pipes and services identified.

2. The Underwriters will not be liable for the first GBP <2,500> of each and every Claim arising out of or in connection with excavation work.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-345-985 - Existing Structure Extension**

By way of endorsement to the Policy, the Underwriters and the Assured agree the Existing Structure Extension applies to Operative Cover E - Contractors All Risks.

This extension is issued as an addendum to Operative Cover E - Contractors All Risks covering any Existing Structure which forms part of the 'Contract Works' and which is subject to any Alteration, Maintenance or Repair and until the point of practical completion and shall be effective from the date of inception until the date of expiry as per the Policy Schedule.

### LIMIT OF INDEMNITY

The limit of indemnity for this extension shall be **£500,000** any one occurrence/anyone location in the aggregate, which is inclusive of any costs associated with the completion of the works, subject to the terms and conditions of the original policy and coverage is on an 'All Risks' basis, per Operative Cover E.

### ADDITIONAL CONDITIONS

1. All terms, conditions, and exclusions of the original Contract Works Policy remain in full force and effect unless expressly modified by this extension.
2. The insured must notify the insurer of any material changes to the scope of works or risks associated with the project.
3. Coverage under this extension is subject to compliance with all safety regulations and building codes applicable to the works.
4. A schedule of dilapidation of the existing structure is to be drafted and signed by all parties prior to the commencement of any works, &/or Party Wall Noticed agreed with any neighbouring properties.
5. You must ensure that all combustible trade waste and refuse is tidied every day at the close of business otherwise all Damage arising from or caused by Fire and Explosion will be excluded.

## EXCLUSIONS

The following exclusions apply to this extension:

- Structural Basement Works
- Overnight Charging of any tools, plant or equipment

All terms and conditions of the Policy remain the same and will apply to this Endorsement as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

## CONX-CAS-494-0822 - Timber Frame Conditions

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Timber Frame Conditions shall apply only to the Operative Cover E - Contractors All Risks section of the Policy as a condition of this insurance that the Assured must meet as part of the Assured's contract to which this Endorsement attaches.

If the Assured do not meet any of these conditions and that either causes a claim or contributes to a claim, the Underwriters may reject that claim or payment in respect of that claim could be reduced in the proportion that Underwriters have suffered prejudice from the Assured's failure to comply with this Endorsement.

1. **Conditions**
   The Underwriters will not provide cover in respect of the Assured's legal liability for Property Damage to any High Value Multiple Occupancy Timber Framed Building or Large Timber Framed Structure, unless:

   a) the timber frame has received appropriate fire protection treatment;

   b) the contract site is secured against unauthorised entry;

   c) the contract is fully compliant with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition May 2009 or any other applicable, replacement or subsequent legislation or regulations; and

   d) full details of the contract have been supplied to, and accepted in writing by, the Underwriters prior to commencement of the Contract Works.

2. **Definitions**
   The following additional definitions are used for the purposes of this Additional Cover:

   a) **Small Timber Framed Structure means:**
   a timber framed structure which is less than four storeys high and where the original estimated contract price of the building does not exceed GBP 500,000.

   b) **High Value Multiple Occupancy Timber Framed Building means:**
   a building incorporating a timber framed structure that comprises of two or more self-contained occupancy areas, where the original estimated contract price of the building does not exceed GBP 500,000.

   c) **Large Timber Framed Structure means:**
   a timber framed structure which is four or more storeys high and where the original estimated contract price of the building does not exceed GBP 500,000.

This Condition is also subject to the Terms and Exclusions of Operative Cover E - Contractors All Risks as applicable.

All other terms and conditions of the Policy remain the same and will apply to this Condition, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

## CONX-CAS-567-846 - Speculative Housing Cover Extension

By way of endorsement to the Policy, the Underwriters agree that point 'c) - Speculative Housing' under 'Additional Conditions Applicable to Operative Cover E only' in the policy wording is amended as follows:

In the event of speculative housing being completed but unsold, cover under this Operative Cover E shall continue for a period of **twelve (12) months** unless otherwise agreed from the date of practical completion, but the Underwriters'

liability shall not exceed **GBP 1,000,000** per-structure, any one Occurrence.

All other terms and conditions of the Policy remain the same and will apply to this Endorsement as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-963-023 - Directors And Officers Extension**

The following applies to all Operative Covers:

This Section of the **Policy** operates on a claims-made basis and applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and notified to the **Underwriters** in accordance with the relevant terms and conditions, unless stated otherwise.

## INSURING CLAUSE

The Underwriter hereby agrees, subject to the terms and conditions of this Policy, to:

1. pay on behalf of the Insured Officer any Non-Indemnifiable Directors and Officers Loss resulting from a Directors and Officers Claim first made against the Insured Officer during the Period of Insurance, if applicable, and reported to the Underwriters as required by this Policy.
2. pay on behalf of the Insured any Directors and Officers Loss for which the Insured has indemnified the Insured Officer and which results from a Directors and Officers Claim first made against the Insured Officer during the Period of Insurance, if applicable, and reported to the Underwriters as required by this Policy.
3. Defence Costs and Expenses in connection with the defence of any Directors and Officers Claim which may be the subject of indemnity under 1. and 2. above.
4. where permitted by law, the prosecution costs of each Insured Officer to obtain the discharge or revocation of a Judicial Order entered during the Period of Insurance imposing:
   a. confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such Insured Officer; or
   b. a charge over real property or personal assets of such Insured Officer; or
   c. a prohibition on such Insured Officer from holding the office of or performing the function of a director or officer; or
   d. restriction of such Insured Officer's liberty to a specified domestic residence or an Official Detention; or
   e. deportation of an Insured Officer following revocation of otherwise proper, current and valid immigration status for any reason other than such Insured Officer's conviction of a crime; or
   f. the Extradition Costs in relation to an Extradition of such Insured Officer for Directors and Officers Claims made and Wrongful Acts happening anywhere within the world but excluding the United States of America or Canada or any territory within their jurisdiction, during the Period of Insurance and which arise in connection with the Insured's Business.

## LIMIT OF LIABILITY

The Underwriters liability under this Section, is subject to a limit of **GBP 25,000** any one claim in the aggregate, which is the most the Underwriters will pay in respect of any one and all Directors and Officers Claims, including any Interrelated Claims. For the purposes of applying the Limits, all Interrelated Claims shall be considered one Claim.

Defence Costs and Expenses and any legal costs and expenses insured under the Insuring Clause, above, will be payable as part of and not in addition to the applicable Limits as specified in the Schedule.

## CONDITIONS

The following conditions apply to this Section only, in addition to the General Policy Conditions.

**Cessation of Subsidiary**

If any organisation ceases to be a subsidiary of the Insured, there shall be no coverage under this Policy for any Wrongful Acts by an Insured Officer in respect of that subsidiary after the date it ceases to be a subsidiary.

**Directors and Officers Claim Control**

With respect to a Directors and Officers Claim brought by the Insured against an Insured Officer outside the United States of America or any territories or possessions thereof, or a Contributions Directors and Officers Claim, the Underwriters shall have the right to control the defence of the Insured Officer against such Directors and Officers Claim and may appoint an appropriate lawyer to act on behalf of the Insured Officer.

**Financial Insolvency**

In the event of a Financial Insolvency, coverage under this Section shall continue until this Policy expires, unless it is cancelled pursuant to the general cancellation provisions of the Policy.

**Representations and Severability**

No statements made or knowledge possessed by any Insured Officer shall be imputed to any other Insured Officer to determine whether cover is available for such other Insured Officer. Only statements made in the proposal and knowledge possessed by an Insured who is the subject of a claim under this Section shall be imputed to the Insured for the purposes of determining if cover is available for indemnifiable Directors and Officers Loss with respect to such Insured.

**Takeover of the Insured**

In the event of a Takeover of the Insured, coverage under this Section shall continue until the end of the Period of Insurance, but only with respect to Directors and Officers Claims for Wrongful Acts prior to the date of the Takeover, unless:

1. the Underwriters is notified in writing of the Takeover prior to the Takeover effective date and agrees in writing to provide coverage for Wrongful Acts which occurred on or after such effective date; and
2. the Insured accepts any special terms, conditions and exclusions and pays any additional premium required by the Underwriters.

## EXCLUSIONS

The following Exclusions apply in addition to the General Policy Exclusions.

The Underwriters shall not be liable under this Section of this Policy in respect of any loss based on, arising out of or in any way connected to:

**Bodily Injury and/or Property Damage**

Bodily Injury or Property Damage, except that this exclusion shall not apply to:

1. libel, slander or defamation, emotional distress, humiliation or mental anguish alleged by a claimant in an Employment Practices Directors and Officers Claim; or
2. Defence Costs and Expenses on account of criminal proceedings for manslaughter brought under the Corporate Manslaughter and Corporate Homicide Act 2007; or
3. Non-Indemnifiable Directors and Officers Loss on account of a Directors and Officers Claim which is brought and continuously maintained in the United Kingdom and/or Republic of Ireland.

**Directors and Officers Claims by or on behalf of the Insured**

any claim or suit which is brought or maintained in whole or in part in, or subject to the laws of, the United States of America or any territories or possessions thereof, by or on behalf of any Insured.

Provided, however, that this exclusion shall not apply to any:

1. Employment Practices Directors and Officers Claim brought by an Insured Officer, or
2. Directors and Officers Claim that is in the form of a cross claim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a Directors and Officers Claim which is not otherwise excluded under this Policy, or
3. Directors and Officers Claim brought or maintained by or on behalf of a liquidator, receiver, administrative receiver, or similar official under the laws of any other jurisdiction, or
4. Directors and Officers Claim brought by any past director or officer of a Insured who has not subsequently served as a director or officer for a Insured, or
5. Directors and Officers Claim brought by a holder of Securities of a Insured whether directly or derivatively on behalf of the Insured, provided that such Directors and Officers Claim is brought and maintained solely by persons acting totally independently of and without the solicitation, assistance, participation or intervention of the Insured or any Insured Officer or
6. Defence Costs and Expenses.

**Directors and Officers Claims by or on behalf of the Outside Company**

in their capacity as an Outside Company Executive which is brought by or on behalf of the Outside Company or one or

more of the Outside Company's directors or officers, or which is brought by any security holder holding a stake of more than twenty (20)% of the Outside Company, whether directly or derivatively, unless such security holder's Directors and Officers Claim is brought and maintained solely by persons acting totally independently of, and without the solicitation, assistance, participation or intervention of the Outside Company, any director or officer of the Outside Company, or Insured.

**Excess**

the Underwriters shall only be liable for the amount of any Directors and Officers Claim, which exceeds the applicable Excess as specified the Schedule. The Excess shall be uninsured, and the Underwriters shall have no liability for all or any portion of such Excess. For the purposes of applying the Excess, all Interrelated Claims shall be considered one Claim. For the avoidance of doubt, there shall be no Excess applicable in respect of Claims arising directly from Bodily Injury.

The Insured shall be liable for the Excess in the event of a Directors and Officers Claim where:

1. cover under Directors' & Officers' Liability (Reimbursement) applies; or
2. cover under Directors' & Officers' Liability (Reimbursement) would apply but for a failure by the Insured to indemnify an Insured Officer for Directors and Officers Loss other than Non-Indemnifiable Directors and Officers Loss.

In the event of 2. above, the Underwriter shall pay the Excess on behalf of the Insured Officer and the Insured shall reimburse the Underwriter within 30 days of receipt of a written request by the Underwriter accompanied by evidence of such payment.

**Illegal Profits and/or Deliberate Acts**

based upon or arising out of or attributable to:

1. gaining of any profit, remuneration or pecuniary advantage to which the Insured was not legally entitled if a final judgment, ruling or other finding of fact in any proceeding adverse to the Insured establishes the Insured was not legally entitled to such profit, remuneration or advantage; or
2. committing of any fraudulent or deliberate criminal act by the Insured if a final judgment, ruling or other finding of fact or admission by the Insured, in any proceeding establishes that such act was committed.

For purposes of determining the applicability of these exclusions, the facts pertaining to and knowledge possessed by any Insured Officer shall not be imputed to any other Insured Officer.

**Initial Public Offering**

based upon, directly or indirectly arising out of, or in any way involving the initial public offer, sale, offer to sell, solicitation or distribution of Securities issued by the Insured unless, prior to the transaction, the Underwriters receives notice of the proposed transaction and any additional information requested by the Underwriters, and the Underwriters offers to the Insured a proposal to delete this exclusion subject to the terms and conditions, and payment of any additional premium, described in such proposal.

**Non-UK Subsidiaries**

based upon, directly or indirectly arising out of, or in any way involving any subsidiary of the Insured which is not domiciled and operating within the United Kingdom.

**Pension Trustees**

for any actual or alleged violation of the responsibilities, obligations or duties imposed under the Pensions Act 1995 or under the Employee Retirement Income Security Act 1974 in the United States of America, or any similar provision of any statutory, civil or common law of any other jurisdiction applicable to trustees, fiduciaries or administrators of any superannuation scheme, programme, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained to provide benefits to Employees. However, this exclusion shall not apply to any Employment Practices Directors and Officers Claim based upon a claimant's exercise of a right pursuant to any such laws.

**Pollution**

any Pollution or Remediation, except this exclusion shall not apply to:

1. Defence Costs and Expenses on account of a Directors and Officers Claim brought and continuously maintained outside the United States of America, subject to the sublimit stated in the Schedule; or
2. Non-Indemnifiable Directors and Officers Loss incurred by an Insured Officer on account of a Directors and Officers Claim.

**Prior Directors and Officers Claims and Circumstances**

based upon, arising out of or attributable to:

1. facts alleged, or the same or related Wrongful Acts contained in any Directors and Officers Claim which has been reported or in any circumstance of which notice has been given under any policy of which this Policy is a renewal or replacement or which it may succeed in time; or
2. any pending or prior litigation as of the Continuity Date stated in the Schedule (if no date is stated it shall be the commencement of the Period of Insurance), or alleging or deriving the same or essentially the same facts as alleged in the pending or prior litigation.

For the purpose of this exclusion, the term 'litigation' shall include, but not be limited to, any civil or criminal proceeding as well as any administrative or regulatory proceeding or official investigation or arbitration or adjudication.

**USA or Canada**

any liability in respect of Pollution happening anywhere in the United States of America or Canada or any territory within their jurisdiction, or in respect of any liability arising from any Claim or action brought within and under the jurisdiction of the United States of America or Canada or any territory operating in accordance with such jurisdiction.

## EXTENSIONS

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply, subject to the Limits, Terms and Conditions of this Section and the Policy. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the Schedule, all Extensions shall be inclusive within any Limit stated for this Section.

**Bail Bond and Civil Bond Expenses**

The Underwriters will pay Bail Bond and Civil Bond Expenses of each Insured Officer incurred directly in connection with a Directors and Officers Claim covered under any insurance cover of this Section during the Period of Insurance.

**Compensation for Court Attendance**

If, at the request of the Underwriters, any of the under-mentioned persons attend court as a witness in connection with a Directors and Officers Claim in respect of which the Insured is entitled to indemnity under this Section, the Underwriters will provide compensation to the Insured at the following rates per day, for each day on which attendance of the witness is required:

1. any of Directors, Partners or Members GBP750.00 (seven hundred and fifty)
2. any Employee (excluding Directors) GBP500.00 (five hundred)

**Emergency costs**

If the Underwriters written consent cannot reasonably be obtained before Defence Costs and Expenses are incurred with respect to any Directors and Officers Claim, then provided the Underwriters consent is sought within fourteen (14) days of incurring such Defence Costs and Expenses, the Underwriters will give retrospective approval for such Defence Costs and Expenses up to, in the aggregate, ten (10) % of the Limit applicable to this Section.

**Outside Company Executive Liability**

This Section is extended to include coverage for any Directors and Officers Claim first made against an Outside Company Executive during the Period of Insurance, if applicable, for a Wrongful Act while serving in such capacity.

**CONX-CAS-COV-CEV - Cover Extensions Condition**

## Cover Extensions Condition

- CONX-CAS-264-0421 - Financial Loss Additional Cover
- CONX-CAS-272-0521 - Goods on the Hook Additional Cover Endorsement
- CONX-CAS-242-0421 - Defective Workmanship (Products) Public Liability Additional Cover
- CONX-CAS-239-0521 - Damage to Customer’s Goods (Being Worked Upon) Additional Cover Endorsement
- Indemnity to Principals

**Policy Reference:** 8221004

**CONX-CAS-264-0421 - Financial Loss Additional Cover**

All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Financial Loss Additional Cover Endorsement shall apply only to Operative Cover C - Product Liability section of the Policy as follows:

Operative Cover C - Product Liability is extended as follows:

1. **Definitions**
   The following additional definitions are used for the purposes of this Additional Cover only:

   a) **Excess means:**
   GBP 2,500 or the first 10%, whichever is the greater, of each and every Claim.

   b) **Financial Loss means:**
   A Financial Loss, cost or expense sustained by any third party resulting from the defective or harmful condition of the products, where there has been no Bodily Injury or Property Damage.

   c) **Financial Loss Limit of Liability means:**
   **GBP 250,000** any one Occurrence and in the aggregate

   d) **Retroactive Date means:**
   Inception

2. **Operative Clause**
   The Underwriters will indemnify the Assured against the Assured's legal liability to pay Damages (including Claimants' costs, fees and expenses) arising from any Claim or Claims first made against the Assured and notified to the Underwriters during the Policy Period arising solely by reason of Financial Loss in the course of the Assured's Business.

3. **Limit of Liability and Defence Costs**
   The Underwriters' liability to pay Damages (including Claimants' costs fees and expenses) in respect of Financial Loss under this Additional Cover shall not exceed the Financial Loss Limit of Liability for any one occurrence and in the aggregate for the Policy Period inclusive of Defence Costs, which shall be a part of and not in addition to the Limit of Liability stated in the Schedule as applicable to Operative Cover C - Product Liability.

4. **Exclusions**
   The Underwriters will not indemnify the Assured for:

   a) Claims arising by virtue of a contract or agreement entered into by the Assured and which would not have arisen in the absence of that contract or agreement.

   b) Claims in respect of Bodily Injury or Property Damage.

   c) Claims where the cause of Financial Loss occurred or is alleged to have occurred:

      i. before the Retroactive Rate; or

      ii. outside the Territorial Limits.

   d) Claims where legal action or litigation is brought in a court of law outside the Territorial Limits or where action or litigation is brought in a court of law within the Territorial Limits to enforce a foreign judgement either in whole or in part.

   e) the cost of recall, removal, repair, alteration, replacement or reinstatement of any Product supplied, structure erected, or contract work executed by the Assured or of any commodity, article or thing in which the Product, structure or work is incorporated.

   f) Claims arising out of the Assured's insolvency or in respect of Financial Loss sustained by the Assured's shareholders, stockholders or Employees.

   g) Claims arising out of or in connection with advice, design, consultancy, specification, formulae or supervision given or undertaken solely for a fee.

   h) Claims arising out of any act of fraud, dishonesty, deceit, injurious falsehood, passing off or infringement of patent, copyright, trademark or trade name.

   i) Claims arising out of the deliberate, conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Financial Loss.

j) Claims for any fines, penalties, statutory payments, liquidated damages or performance warranties.

k) The amount of any Excess specified in respect of this Additional Cover.

All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-272-0521 Goods on the Hook Additional Cover Endorsement**

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Goods on the Hook Additional Cover Endorsement shall apply Operative Cover B - Public Liability and Operative Cover C - Product Liability section of the Policy as follows:

**5. Additional Cover to Operative Cover B and C**

The following Additional Cover is added to the Additional Covers Applicable to Operative Cover B - Public Liability and Operative Cover C - Product Liability:

The Underwriters will indemnify the Assured against all sums which the Assured become legally liable to pay as Damages (including Claimants' costs fees and expenses) and Defence Costs in the event of Property Damage directly incurred to Goods on the Hook occurring whilst On the Hook.

**6. Definitions**

The following additional definitions are used for the purpose of interpreting this Additional Cover:

e) **Goods on the Hook means:**
any item being lifted, moved or carried by plant operated by the Assured, the Assured's Employees or on the Assured's behalf.

f) **On the Hook means:**
the act of lifting, moving or carrying Goods on the Hook.

**7. Sub Limit of Liability and Defence costs**

The Underwriters' liability to pay any Claim or Claims for Damages (including Claimants' costs fees and expenses) shall not exceed the Limit of Liability as stated below at 3(a) as applicable in this Additional Cover in respect of each and every Occurrence arising during the Policy Period.

a) Defence costs will be payable as part of and not in addition to the Limit of Liability (as stated below) applicable to this Endorsement:

| | | |
|---|---|---|
| i. | Limit of Liability applicable to this Extension: | **GBP 25,000** and in the aggregate |
| ii. | Excess applicable to this Extension: | the first GBP 2,500 or 10% whichever is greater<br>of the total compensation payable by the Assured |
| iii. | Retroactive Date applicable to this Extension: | Inception |

b) The Additional Cover afforded by Clause 3 a) above shall not be a part of and not in addition to the Limit of Liability as stated in the Schedule as defined in the Policy.

All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-242-0421 - Defective Workmanship (Products) Public Liability Additional Cover**

By way of endorsement to the Policy, the Underwriters and the Assured agree that the Defective Workmanship (Products) Public Liability Additional Cover shall apply only to Operative Cover B - Public Liability section of the Policy on the following terms:

For the purpose of this Additional Cover only:

1. **Additional Cover**

The following Additional Cover is added to Operative Cover B:

a) **Defective Workmanship**
The Underwriters will indemnify the Assured against the Assured's legal liability for the cost of rectifying defective work or defective Products where the work or Products have caused Bodily Injury or Property Damage arising out of or in connection with the Business of the Assured and occurring during the Policy Period.

2. **Limit of Liability**

   a) The Underwriters' liability under this Additional Cover shall be limited to **GBP 100,000** for any one Occurrence, inclusive of Defence Costs.

   b) The following Excess applies in respect of this Additional Cover: GBP 1,500 or 10.00% of the total compensation payable by the Assured to all Claimants, whichever is greater, in respect of or arising out of any one Occurrence.

All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.

**CONX-CAS-239-0521 - Damage to Customer's Goods (Being Worked Upon) Additional Cover Endorsement**

By way of endorsement to the Policy, the Underwriters and the Assured agree the Damage to Customer's Goods (Being Worked Upon) Additional Cover Endorsement applies only to Operative Cover B - Public Liability and Operative Cover C - Product Liability section of the Policy as follows:

For the purpose of this Additional Cover only:

8. **Additional Cover Applicable to Operative Cover B and C**
   The following clause is added to the Additional Cover Applicable to Operative B - Public Liability and Operative Cover C - Product Liability:

   The Underwriters will indemnify the Assured against the Assured's legal liability to pay Damages (including Claimant's costs, fees and expenses) and Defence Costs for either Bodily Injury or Property Damage to property not belonging to the Assured which is:

   a) in the Assured's custody or control; or

   b) temporarily in the custody or control of the Assured's Sub-Contractor,

   directly caused by faulty or defective materials, process or workmanship carried out by the Assured or on the Assured's behalf provided that the Assured complies with the Claims Procedure as stated in the Policy.

9. **Exclusions Applicable to Operative Cover B and C**
   The following Exclusion is added to the Exclusions Applicable to Operative Cover B - Public Liability and Operative Cover C - Product Liability.

   The Underwriters will not indemnify the Assured in connection with or arising from the Assured's legal liability for:

   a) the cost of redoing, repairing, reconditioning, or replacement the original work and/or any Product that gave rise to the damage; and

   b) the first GBP 1,500 or 10.00% of each claim, whichever is the greater.

10. **Limit of Liability and Defence costs**

    a) The Underwriters' Limit of Liability for this Additional Cover for Damages (including Claimants' costs fees and expenses) and Defence Costs in respect of each and every Occurrence arising during the Policy Period shall not exceed:

       i. Limit of Liability applicable to this Additional Cover: **GBP 25,000**

       ii. Excess applicable to this Additional Cover: GBP 1,500

    b) Defence Costs will be payable as part of and not in addition to the Limit of Liability as applicable to this Additional Cover.

This Additional Cover is also subject to the Terms and Exclusions of Operative Cover B - Public Liability and Operative Cover C - Product Liability as applicable.

The terms and conditions above only apply to this Additional Cover. All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in the Policy.

**Indemnity to Principals**

By way of endorsement to the Policy, the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured. Section 3, Additional Covers applicable to all Operative Covers; 4 - Indemnity to Principal of the policy wording is amended to read: -

*'Where the Assured so requires, the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured. Such Principal shall be subject to and comply with the terms and conditions of the Policy. This clause shall in no way operate to increase the Limits of Liability as stated in the Schedule'.*

All other terms and conditions of the Policy remain the same and will apply to this Additional Cover, as applicable. This includes the General Additional Covers (if any), Terms, Conditions and Exclusions set out in in the Policy.