

Policy Summary



Contractors Policy

Primary General - Contractors Insurance Policy - PGCP v05/09

Introduction

This document provides a summary only of the significant aspects of cover (including restrictions) provided by the Primary General Contractors Insurance Policy. For full details, please refer to the Policy itself which is available for download from our website (www.primarygeneral.co.uk) or by contacting your Broker.

The Contractors Policy has been designed to cater for the main insurance requirements of the Construction Industry Trades, with the flexibility to select varying covers and services to provide you with the protection that best suits your business needs.

The Insurer

The insurer of this Policy is Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Registered number: 354568 England. The Policy will normally remain in force for a period of 12 months from the date of commencement, unless indicated otherwise in your Policy Schedule.

Covers

Contract Works

Main Covers, Features and Benefits	Main Exceptions and Limitations
<p>Contract Works</p> <p>Cover for loss, destruction or damage to the property insured including Works, Your Plant, Hired in Plant, Employees Tools.</p> <p>Cover includes:</p> <ul style="list-style-type: none">• Offsite storage of materials that are separately stored and identified for inclusion in a contract you are working on• Transit to and from your contract site anywhere in the UK, including the loading or unloading of vehicles• Private dwellings built on a speculative basis for sale or let for up to 180 days, pending sale• Show houses up to the contract price in the policy and contents up to £35,000 any one property• Redrawing and rewriting plans and documents up to £25,000 following a loss	<p>Please refer to the Contract Works Section of the Policy Booklet</p> <ul style="list-style-type: none">• Gradual deterioration or wear and tear, faulty or defective design, materials or workmanship• Repair to or replacement of your plant or hired in plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement unless it is for hired in plant for which you are responsible for under the terms of a hire agreement• Damage to existing structures• Payments for penalty clauses or fines for late completion• Pollution or contamination• Consequential loss or damage• The first part of any claim (your excess)

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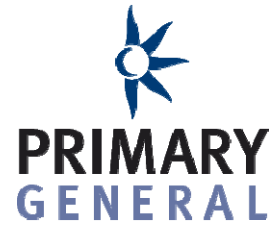
Employers' Liability

Main Covers, Features and Benefits	Main Exceptions and Limitations
<p>Employers' Liability</p> <p>Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.</p> <p>Cover includes:</p> <ul style="list-style-type: none"> • Legal costs and expenses in defending prosecutions under health and safety legislation • Unsatisfied court judgements in favour of employees injured in your employment by third parties • Compensation for court attendance as a witness in connection with any claim under this section 	<p>Please refer to the Employers' Liability Section of the Policy Booklet</p> <ul style="list-style-type: none"> • Cover for acts of terrorism is limited to £5,000,000 per event • Liability in respect of liquidated damages, penalty clauses and fines • Work in or on, or travel to or from any offshore installation or support vessel • Bodily injury of employees whilst carried in or upon a vehicle

Public and Products Liability

Main Covers, Features and Benefits	Main Exceptions and Limitations
<p>Public and Products Liability</p> <ul style="list-style-type: none"> • Protection against your legal liability for Personal Injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction • Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained. 	<p>Please refer to the Public and Products Liability Section of the Policy Booklet</p> <ul style="list-style-type: none"> • Cover for acts of terrorism is limited to £2,000,000 per event per policy or up to £2,000,000 in aggregate for Products Liability and pollution/contamination • Loss or damage to property in your custody or control • Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices • Pollution unless caused by a sudden and identifiable incident • Work in or on, or travel to or from or product supplied to any offshore installation or support vessel • Liquidated damages, penalty clauses and fines • The first part of any claim (your excess) • Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in the repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos.

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Public and Products Liability (continued)

Main Covers, Features and Benefits	
<p>Public and Products Liability</p> <p>Cover includes:</p> <ul style="list-style-type: none">• Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK• Legal expenses and costs in defending prosecutions under all relevant health and safety legislation• Defective Premises Act liability• Defective design or specification• Employees' and visitors' personal effects• Personal liability cover for employees and directors whilst they are over seas on your business• Liability for loss of or damage to premises hired or rented to you for the purpose of your business• Compensation for court attendance as a witness in connection with any claim under this section• Damage to property worked upon provided that it does not form part of the works• Financial loss up to £5,000 with the option to increase for an additional charge• Legal costs and expenses in defending prosecutions under The Construction (Design and Management) Regulations 2007. <p>Optional Cover:</p> <ul style="list-style-type: none">• Cover can also be extended to include JCT Contract Conditions Clause 21.2.1.	

Employment and Health & Safety Support Services

Supplementary to the covers provided by this Policy are our Employment and Health & Safety Online Support Services which are available to guide you through any issues you may have on Employment (HR) and Health & Safety. To benefit from these added services to your Policy please register at <http://www.primarygeneral.co.uk/employment+H&S> within 4 weeks of commencement of your Primary General Policy. Alternatively please contact your broker for further details.

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Your right to cancel

a) Cooling Off period - If this Insurance does not meet your requirements, please advise your Intermediary or Agent who arranged the Policy in writing within the first 14 days of the Period of Insurance and return any documents issued in relation to this Policy. The Policy will be null and void and any premium paid will be returned in full.

b) Otherwise - In the event of cancellation at any time after the 14 day Cooling Off period, any return premium will be at the discretion of Primary General Insurance Limited in line with Condition 3 as detailed in the full Policy Wording.

An arrangement Fee of £50 will be charged for each Policy with a premium payable of up to £2,500. This Fee will increase to £75 where the premium due is in excess of £2,500.

Notification of New Claims

To notify a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims Procedure Condition on page 10 of the Policy.
3. Call our dedicated claims line 0844 209 0999 to notify your claim.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to the Complaints Procedure.

Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the Intermediary who arranged the Policy for you, or Primary General Insurance Limited. Please be ready to quote the details of your Policy, the name of the Insured and Policy number. Should the matter not be resolved to your satisfaction, please write to:

The Customer Services Manager
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If you cannot settle your complaint with us / your insurer, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>

Full details of our complaints procedure are contained in your Policy Wording.

Details about the Regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). The FSA registered number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). The FSA registered number is 202039. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

Primary General Insurance Limited and Fortis Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if either company cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/>

Data Protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires us. As part of the FSA's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the managing director at the above address

Disclosure

Your insurance is based upon the information provided by your Intermediary to Primary General Insurance Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

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