

# Contractors Policy Summary

UK General Online- Contractors Insurance Policy - UKGCP v11/11

## Introduction

This document provides a summary only of the significant aspects of cover (including restrictions) provided by the UK General Contractors Insurance Policy. For full details, please refer to the Policy itself which is available for download from our website ([www.ukgeneral.com](http://www.ukgeneral.com)) 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 Ageas Insurance Limited, Ageas 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><b>Contract Works</b></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"> <li>• Offsite storage of materials that are separately stored and identified for inclusion in a contract you are working on</li> <li>• Transit to and from your contract site anywhere in the UK, including the loading or unloading of vehicles</li> <li>• Private dwellings built on a speculative basis for sale or let for up to 180 days, pending sale</li> <li>• Show houses up to the contract price in the policy and contents up to £35,000 any one property</li> <li>• Redrawing and rewriting plans and documents up to £25,000 following a loss</li> </ul>	<p><b>Please refer to the Contract Works Section of the Policy Booklet</b></p> <ul style="list-style-type: none"> <li>• Gradual deterioration or wear and tear, faulty or defective design, materials or workmanship</li> <li>• 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</li> <li>• Damage to existing structures</li> <li>• Payments for penalty clauses or fines for late completion</li> <li>• Pollution or contamination</li> <li>• Consequential loss or damage</li> <li>• The first part of any claim (your excess)</li> </ul>

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## Employers' Liability

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

## Public and Products Liability

Main Covers, Features and Benefits	Main Exceptions and Limitations
<p><b>Public and Products Liability</b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained.</li> </ul>	<p><b>Please refer to the Public and Products Liability Section of the Policy Booklet</b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Loss or damage to property in your custody or control</li> <li>• 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</li> <li>• Pollution unless caused by a sudden and identifiable incident</li> <li>• Work in or on, or travel to or from or product supplied to any offshore installation or support vessel</li> <li>• Liquidated damages, penalty clauses and fines</li> <li>• The first part of any claim (your excess)</li> <li>• 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.</li> </ul>

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## Public and Products Liability (continued)

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

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## Your Cancellation Rights

Although the Insurers hope You are happy with the cover this Policy provides, if this Insurance doesn't meet Your requirements, You may cancel this Policy by giving notice in writing (including by email) and the Insurers will then cancel Your Policy with effect from the date upon which notice is dispatched to UK General. That date will be the Cancellation Date. If considered appropriate the Insurers reserve the right to request the return of all the policy documentation.

If the Cancellation Date is within 14 days of the start of the Period of Insurance the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance less any policy fees already incurred.

If it is later and there have been no claims made during the current Period of Insurance, the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance (subject to a minimum premium of £100) less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation after the first 14 days the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims, occurring during the Period of Insurance, have been made or notified and/or paid under the Policy. If there is such a claim the Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole Period of Insurance and the Insurers will not make any refund of premium or of any policy fees.

## Insurers' Rights to Cancel Your Policy

The Insurers shall not be bound to accept any Renewal of this Policy.

There are circumstances in which the Insurers, Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

## Non Payment of Premium and/or Insurance Premium Tax

If the Insurers do not receive the Premium and Insurance Premium Tax in full the Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

## Cancellation for other reasons

The Insurers may cancel this Policy at any other time by sending 14 days notice of cancellation, giving details of the reason for cancellation, in writing to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent. In the event of such a cancellation You shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired Period of Insurance.

## Complaints Procedure

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint about the way Your Policy was sold to You, You should, in the first instance, contact the intermediary who arranged the Policy for You. If You have a complaint about a claim, call Your claims handler first. You will find the claims handler's name and phone number on any letters they have sent You.

Should the matter not be resolved to Your satisfaction, please contact:

**The Customer Relations Department**  
**UK General**  
**Cast House**  
**Old Mill Business Park**  
**Gibraltar Island Road**  
**Leeds**  
**West Yorkshire, LS10 1RJ**

**Tel: 0845 218 2685**

**Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)**

Please quote the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You cannot settle Your complaint with UK General, You may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at: <http://www.financial-ombudsman.org.uk/>

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after UK General have given You written confirmation that You have been through the Complaints Procedure and Your business has a turnover of less than EUR 2 million and fewer than 10 employees. You can contact the Ombudsman at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183, Marsh Wall  
London E1 4SR  
Phone 0845 080 1800 Fax 0207 964 1001

Your legal rights will not be affected by following the Complaints Procedure or by contacting the FOS.

## 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.

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## Details about the Regulator

UK General Insurance Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 310101. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.

## Compensation Arrangements

UK General Insurance Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/> or You may write to the Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN. Their telephone number is 0207 8927300.

## Disclosure

Your insurance is based upon the information provided by your Intermediary to UK General 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.