

# Zurich contractors' combined insurance

## Policy summary

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This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich contractors' combined insurance policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document.

The duration of this contract is 12 months.

### Public and Products Liability

This covers your legal liability to pay compensation to third parties for personal injury or damage to property caused in the course of your business, or from your products.

#### What is insured

You can select limits of liability of either £1m, £2m or £5m for your legal liability to pay compensation to third parties, including:

- court attendance expenses
  - liability under the Data Protection Acts and Defective Premises Acts
  - indemnity to principals
  - legal defence costs for criminal proceedings brought under the Consumer Protection, Food Safety, Corporate Manslaughter and Corporate Homicide and Health and Safety at Work Acts, provided we have a financial interest in the outcome of such criminal proceedings in the form of an actual or anticipated attending civil liability claim.
  - libel and slander
  - personal liability during visits abroad
  - cover under JCT Clause 6.5 (formally 21.2.1), which can be extended if required.
- pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident (see Special Conditions applying to Public and Products Liability)
  - work outside of the UK, Channel Islands and the Isle of Man (see 1 Public Liability – what is insured)
  - Handling asbestos (see 1 Public Liability – what is not insured).

#### Special Conditions applying to Public and Products Liability

##### Underground Services

If you are carrying out digging, boring or excavation work, you must:

- take reasonable measures to locate underground pipes, cables and other services before you start work which might damage them
- keep a written record of the measures you take to locate them
- use a method of work which minimises the risk of damage.

##### Use of heat

Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

##### Standard Excess

£500.

#### What is not insured

- professional advice (see Public and Products Liability Sections 1 and 2)
- liquidated damages, fines or penalties (see Public and Products Liability Sections 1 and 2)
- replacing, recalling or guaranteeing the performance of any products (see Public and Products Liability Section 2)

## Personal Tools

This covers loss or damage to powered and non-powered hand held tools of all types belonging to, leased to, on hire purchase, loan or hired to you or your employees.

### What is insured

Loss of or damage to personal tools belonging to you or your employees occurring anywhere in the UK, Channel Islands and the Isle of Man.

- Where an item is damaged beyond economical repair we will replace it with a new one.

### What is not insured

Loss of or damage

- to Personal Tools caused by their own breakdown or explosion

We will not pay for

- losses discovered at a routine inventory
- any individual item with a replacement value exceeding £500

(for all above see Personal Tools – what is not insured).

### Personal Tools Security Condition

If personal tools are left unattended they must be contained in:

- a) a vehicle provided that the doors of the vehicle are locked and all its' windows and other openings are fully closed and properly fastened or
- b) a locked building or locked storage unit (for all above see Security Conditions for Personal Tools)

(for all above see Security Conditions for Personal Tools).

### Standard Excess

£50 (usually 10% of the limit any one director/employee).

## Employees' Personal Tools and Effects

This covers loss or damage to the personal tools and effects of your employees.

### What is insured

Loss of or damage to the personal tools and effects belonging to your employees occurring:

- in transit by road in your vehicle to or from a contract site, or
- on or adjacent to any contract site where you are working in the UK, Channel Islands and the Isle of Man.

### What is not insured

Loss of or damage to tools or effects caused by their own breakdown or explosion

We will not pay for loss or damage to motor vehicles, money, credit cards, debit cards, jewellery, precious metals, stones or articles made from them

(for all above see Employees' Personal Tools and Effects – what is not insured).

### Employees' Personal Tools and Effects Security Condition

If employees' personal tools and effects are left unattended they must be contained in:

- a) a vehicle provided that the doors of the vehicle are locked and all its' windows and other openings are fully closed and properly fastened or
- b) a locked building or locked storage unit

(for all above see Security Conditions for Employees' Personal Tools and Effects).

### Standard Excess

£50 (usually 10% of the limit any one employee)

## Contract Works

This covers permanent and temporary works which you are responsible for.

### What is insured

Covers loss or damage to the contract works, for which you are responsible, anywhere in the UK, Channel Islands and the Isle of Man including:

- transit to or from the contract site by road, rail, inland waterway or roll on / roll off ferry
- indemnity to principal and waiver of subrogation rights against sub-contractors where required by contract conditions
- offsite storage up to £100,000
- debris removal costs up to 10% of the works limit
- costs of temporary repairs and expediting expenses up to 50% of repair cost or £50,000, whichever is less
- costs to comply with local authority reinstatement requirements
- costs of professional fees incurred by you to reinstate the works following damage
- costs incurred in rewriting or redrawing plans etc following damage
- 90 days cover for completed speculative developments whilst awaiting sale.

### What is not insured

Loss of or damage to:

- existing buildings or structures
- machinery caused by its' own breakdown or explosion
- works on any off-shore installation.

We will not pay for:

- the cost of remedying defective design
- losses discovered during a routine inventory check
- loss or damage for which you are relieved of responsibility under contract
- the cost of normal upkeep or making good wear and tear, gradual deterioration or corrosion
- theft of unfixed non-ferrous metals from unattended sites, unless contained in a secure hut or building
- liquidated damages, fines or penalties for delay or any other consequential loss

(for all above see Contract works – what is not insured).

### Standard Excess

£500.

## Employers' Liability

This cover is a legal requirement where you employ other people to work for you. Our employers' liability insurance can protect you against your legal liability to pay compensation for injury or disease to employees up to a limit of £10 million. Our cover also provides protection for defence costs and expenses and court attendance expenses.

### What is insured

Your legal liability to pay compensation to employees up to a limit of £10 million including:

- defence costs and expenses
- court attendance expenses
- indemnity to principals
- legal defence costs for Health and Safety at Work Act prosecutions, provided we have a financial interest in the outcome of any criminal charges in the form of an actual or anticipated attending civil liability claim.

### What is not insured

- work on offshore installations (see Employers' Liability – what is not insured)
- any liability for which compulsory motor insurance is required (see Employers' Liability – what is not insured).

## Owned Plant

This covers loss or damage to all types of contractors' plant including scaffolding, temporary buildings etc. belonging to you, leased to you, on hire purchase or on loan to you (but not on hire).

### What is insured

Loss of or damage to contractors' plant anywhere in the UK, Channel Islands and the Isle of Man including:

- the cost of recovering any item of plant accidentally immobilised during normal operation
- loss or damage caused whilst hired-out by you to a third party under standard CPA conditions or equivalent
- damage caused during crane overload testing or during a multiple lifting operation, provided such operations are carried out in accordance with BS7121 – Safe use of Cranes.

### What is not insured

Loss of or damage:

- to plant caused by its' own breakdown or explosion.

We will not pay for:

- losses discovered at a routine inventory
- items which are registered for road use, unless they are specifically designed as a tool of trade
- damage to cutting edges, cables or flexible pipes unless accompanied by the loss of the whole machine
- damage arising out of wear and tear or gradual deterioration
- damage resulting from materials being treated by the plant or foreign objects entering the plant with such materials

(for all above see Owned Plant – what is not insured).

### Standard Excess

£500.

## Hired-in Plant

This covers your legal liability under the terms of your hire agreement to pay compensation for loss or damage to contractors' plant of all types hired-in by you.

### What is insured

Your legal liability under the terms of your hiring agreement to pay compensation for damage to hired-in plant whilst anywhere in the UK, Channel Islands and the Isle of Man including:

- legal defence costs
- continuing hire charges up to £50,000
- the cost of recovering any item of plant accidentally immobilised during normal working hours
- loss or damage caused whilst hired-out by you to a third party under standard CPA conditions or equivalent
- damage caused during crane overload testing or during a multiple lifting operation, provided you are responsible under the hire contract and such operations are carried out in accordance with BS7121 – Safe use of Cranes.

### What is not insured

Continuing hire charges incurred:

- for the first 24 hours after the damage
- for any period over 3 months after the damage
- damage to items which are registered for road use, unless they are specifically designed as a tool of trade

(for all above see Hired-in plant – what is not insured).

### Standard Excess

£500.

## Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

## Cancellation rights

You have the right to cancel your policy at any time by contacting Simply Business. You can cancel within the first 14 days of its inception or when you get your policy documentation whichever is the later, providing you have not made a claim which has been reported under the policy and there has not been a claimable incident.

In the event of cancellation within 14 days, we will refund to you the full premium due less a proportionate deduction for the time you were covered, as confirmed to you by simply Business. If you cancel outside of the 14 day cancellation period we will refund to you the premium for any period of insurance remaining provided no claims have been reported and there has not been a claimable incident.

Please note that Simply Business operate a £15 administration charge for cancellation outside of the 14 day cancellation period, as confirmed to you by Simply Business. .

## Claims

To notify a claim please call **0333 207 0560**.

## Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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## Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.