

Zurich Contractors' Combined

Summary of cover



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance Company Ltd Contractors' Combined 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 £1 million, £2 million or £5 million for your legal liability to pay compensation to third parties, including:

- court attendance expenses
- liability under data protection legislation up to a limit of liability of £1 million
- liability under the Defective Premises Act
- 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
- libel and slander
- personal liability during visits abroad
- cover under JCT Clause 6.5 (formally 21.2.1), which can be extended if required.

What is not insured

- professional advice
- liquidated damages, fines or penalties
- replacing, recalling or guaranteeing the performance of any products
- pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident
- work outside of the UK, the Channel Islands and the Isle of Man
- handling asbestos
- liability arising out of unauthorised access to or disruption of computer equipment or other data processing equipment.

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.

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, the 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.

Losses discovered at a routine inventory.

Any individual item with a replacement value exceeding £500.

Loss or damage by virus or similar mechanism, hacking or denial of service attack.

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.

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, the 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.

Loss of or damage to motor vehicles, money, credit cards, debit cards, jewellery, precious metals, stones or articles made from them.

Loss or damage by virus or similar mechanism, hacking or denial of service attack.

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.

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, the 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.

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.

Loss or damage by virus or similar mechanism, hacking or denial of service attack.

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.

What is not insured

- Work on offshore installations
- any liability for which compulsory motor insurance is required.

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, the 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.

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.

Loss or damage by virus or similar mechanism, hacking or denial of service attack.

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, the 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.

Loss of or damage to items which are registered for road use, unless they are specifically designed as a tool of trade.

Loss or damage by virus or similar mechanism, hacking or denial of service attack.

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

This policy does not entitle you to a cooling-off period.

Claims



To make a claim online visit:
www.zurich.co.uk/business/claims



Call us on: **0800 302 9055**

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.

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

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 or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

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

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