

Major Customer Construction

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 Major Customer Construction 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 non-investment insurance contract is 12 months.

Employers' Liability

This cover is a legal requirement where you employ other people to work for you. Our employers' liability insurance protects you against your legal liability to pay compensation for injury or disease to employees up to a limit of £10,000,000. The cover also provides protection for costs and expenses and court attendance costs.

Significant features and benefits

- Worldwide protection against legal liability to pay damages for injury or disease, up to a £10,000,000 limit (£5,000,000 in respect of terrorism).
- Costs and expenses in addition.
- Cover for UK employees temporarily working abroad.
- Indemnity to directors or employees for claims made against them personally.
- Indemnity to principals and public authorities.
- Legal defence costs arising from criminal proceedings brought under the Health and Safety at Work etc. Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007.
- Court attendance costs:
 - Directors or partners £500 per day
 - Employees £250 per day.
- Automatic acquisitions extension – cover for any new or acquired company with an annual turnover not exceeding £10,000,000.
- Brand protection extension (£50,000 limit).
- Renewal bonus of up to 20% of the premium (provided loss ratio below 55%).

Significant exclusions or limitations

- Cover for any employee on any offshore installation (or who is in transit to, from, or between same).
- Liability for which compulsory motor insurance is required under road traffic legislation.

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. The cover also provides protection against costs and expenses and court attendance costs.

Significant features and benefits

- Cover applies world-wide (excluding products exported to, or manual work in, USA/Canada).
- Includes liabilities incurred in connection with:
 - Defective Premises Act 1972
 - Data Protection Legislation (£1,000,000 limit).
- Legal defence costs arising from criminal proceedings brought under the:
 - Health & Safety at Work etc. Act 1974
 - Food Safety Act 1990
 - Consumer Protection Act 1987
 - Corporate Manslaughter and Corporate Homicide Act 2007.

- Court attendance costs:
 - Directors or partners £500 per day
 - Employees £250 per day.
- Indemnity to directors and employees for claims made against them personally.
- Indemnity to principals and public authorities.
- Joint/cross liabilities cover – where the insured comprises more than one party.
- Contingent motor cover.
- Excess motor property damage cover.
- Environmental clean up costs (£1,000,000 limit).
- Contractual Liability cover – where liability would not necessarily attach at common law.
- 'Part product' cover (DE3 equivalent).
- No inefficacy exclusion.
- Contractors non-negligence (JCT 6.5.1) 30 day hold covered at terms to be agreed.
- Financial loss (Tort only) – £250,000 limit.
- Advertising liability extension – libel, slander, defamation, etc.
- Automatic acquisitions extension – cover provided for any new or acquired company with an annual turnover not exceeding £10,000,000.
- Brand Protection extension – to mitigate reputational damage following major incidents (£50,000 limit).
- Difference in conditions/Difference in limits extension – cover for claims excluded or limits exceeded under more specific policies.
- Renewal bonus of up to 20% of the premium.

Significant exclusions or limitations

- Asbestos.
- Cyber.
- Foreign Operations – associated/subsidiary companies domiciled outside the territorial limits).
- Liquidated or punitive damages – exemplary or punitive damages, or those which attach solely under contract.
- Motor – liability for which compulsory insurance is required under road traffic legislation (other than as outlined opposite).
- Pollution or contamination (other than sudden & unexpected).
- Products – the repair, replacing or rectifying of any product in a defective condition, other than those parts free of the defect which are damaged as a consequence.
- Product recall, replacement or guarantee.
- Products sold or supplied:
 - to USA or Canada, unless agreed
 - for use in aircraft or spacecraft.
- Professional advice – where a fee is charged or would normally be charged.
- Property being worked on – damage to that part of any property upon which you are working.
- Property damage excess – the first £500 of any claim for third party property damage.
- Property held in trust (ex. personal effects, etc).
- Vessels & Craft (other than waterborne vessels not exceeding 10 metres in length).

Contractors' 'All Risks'

This covers the permanent and temporary works which you are responsible for, employees' personal tools & effects and owned and hired-in plant.

Significant features and benefits

- Transit to or from the contract site within the territorial limits (other than by sea or air).
- Cover for the contract works on site until handover (and for 14 days thereafter where required).
- 12 months maintenance/defects cover following handover.
- Cover for employees' personal tools and effects (maximum £500 per employee).
- Cover for owned and hired-in plant anywhere in the UK including transit.
- Cover for continuing hire charges following insured damage.
- Additional costs of construction – in the event of delay following insured damage.
- Automatic increase in sum insured (25%) – if the contract price increases to an amount in excess of that stated in the schedule.
- Automatic reinstatement of sum insured.
- Debris removal following insured damage.
- Existing structures – initial £1,000,000 limit on FLEA basis (30 day hold covered at terms to be agreed).
- Expediting expenses – costs of temporary/expediting repairs following insured damage.
- Free-issue materials – for which the Insured is contractually responsible.
- Joint names/multiple insureds (non-vitiation) clause – includes additional parties where required by contract.
- Munitions of war clause.
- Offsite storage of property intended for incorporation into the works (£250,000 limit).
- Plans/Professional fees.
- Recovery costs for immobilised plant.
- Subcontractors waiver.
- Speculative development – cover on unsold properties for up to three months after completion of the last building on site.
- Automatic acquisitions extension.
- Difference in conditions/Difference in limits extension.

Significant exclusions or limitations

- Attachments to owned plant, other than where damage results from the total loss of the complete item.
- Breakdown of machinery forming part of the works (other than during testing/commissioning).
- Breakdown of owned plant by its own breakdown or explosion.
- Communicable diseases.
- Consequential loss.
- Electronic risks.
- The excess(es).
- Existing structures (other than as provided opposite).
- Inventory losses or unexplained disappearances.
- Limited defective condition (DE3) – the repair, replacing or rectifying of any property in a defective condition, other than those parts free of the defect which are damaged as a consequence.
- Motor vehicles, where not primarily used as a tool of trade.
- Multiple lifts, where single loads shared between items of plant (unless in accordance with BS7121).
- Theft of unfixed Non-ferrous metals, unless on a manned site or contained in a secure building.
- Normal upkeep/wear and tear.

- Occupation of the works before completion (other than as dwellings or offices).
- Terrorism.
- Waterborne & airborne risks, other than property situated on such vessels while being used on inland waterways.

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

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