



R&Q Commercial Risk Services Limited

Liability Combined Insurance Summary of Cover

April 2017 Edition



Contractors' All Risks and Liability Combined Insurance Policy Overview

About R&Q

This Insurance product has been arranged by R&Q Commercial Risk Services Limited on behalf of the under noted Insurers named herein:

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938), Registered Office: 71 Fenchurch Street London, EC3M 4BT.

R&Q Commercial Risk Services Limited is an Appointed Representative of R&Q MGA Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 440543).

R&Q Commercial Risk Services Limited is wholly owned subsidiary of Randall & Quilter Investment Holdings Ltd. Randall & Quilter Investment Holdings Ltd. is a diverse insurance group, headquartered in Bermuda but with extensive operations in the UK, US, Canadian, Bermuda and Continental Europe Markets. The Group is a leading insurance service provider to the non-life insurance market. Its extensive service offering (ranging from full back office management to bespoke services) covers the live, run-off and captive market segments.

About Your Insurers

Sections A, B and C are underwritten by:

Amlin UK Limited

These sections are underwritten by Amlin UK, a trading name of Amlin UK Limited. Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

Section D is underwritten by:

HSB Engineering Insurance Limited

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:202738).

About Your Insurance Broker

Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Important Helplines Section of this document.

See also **Complaints Procedure** of Your Policy Wording Document which is to be read in conjunction with this Policy Summary.

Covers

- Employers Liability – This insurance protects You against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.
- Public and Products Liability – Cover is provided in respect of legal liability in connection with Your business to pay compensation including legal costs for:
 - (a) Accidental death or injury to any persons excluding employees
 - (b) Accidental loss or damage to third party property
 - (c) Accidental injury or accidental loss or damage caused by products supplied by You
- Contractors' All Risks – covers damage to contract works, own plant, hired-in plant and employees' tools in connection with the business

Policy Summary

Contractors' All Risks and Liability Combined Insurance

The information provided in this policy summary is key information You should read.

This Policy Summary does not contain the full terms and conditions of Your Contractors' All Risks and Liability Combined Insurance. The full terms and conditions can be found in the policy document.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p>Section 1 – Employers' Liability (if selected) Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>Extends whilst temporarily outside the above territories in the course of employment whilst engaged in non-manual work</p> <p>Covers private work carried out for directors or executives with the consent of the Insured</p> <p>Indemnity to principal</p> <p>Unsatisfied Court Judgements</p> <p>Health and Safety at Work Act and Corporate Manslaughter defence costs</p> <p>Cross liabilities clause</p> <p>Court attendance costs</p>	<p>Cover is for any one claim or series of claims arising out of one occurrence, all costs and expenses paid are included within the limit</p> <p>Offshore work (unless required by compulsory insurance regulations to make a payment in respect of Injury then the limit is restricted to £5million)</p> <p>Road traffic Act legislation</p> <p>Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos</p> <p>Radioactive contamination</p> <p>Punitive, multiplied or exemplary damages</p> <p>Terrorism (other than the statutory limit of £5m under the EL section) and War</p>
<p>Section 2 – Public Liability and Products Liability (if selected) Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. In respect of Products Liability, anywhere in the world (other than USA/Canada) for goods supplied by You</p> <p>Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business</p> <p>Indemnity to principal</p> <p>Motor vehicles tool of trade risk</p> <p>Motor contingent liability</p> <p>Movement of obstructing vehicles</p>	<p>The policy excess as stated in Your Policy Schedule in respect of loss of or damage to third party property</p> <p>Public Liability is for any one claim or series of claims arising out of one occurrence, which does not exceed in the aggregate the limit of indemnity stated in Your Policy Schedule, but unlimited in the period of insurance. All costs and expenses are payable in addition to Your insured limit</p> <p>Products Liability claims are limited in total to the limit stated in Your Policy Schedule. All costs and expenses are payable in addition to Your insured limit</p>

<p>Defective Premises Act</p> <p>Leased or rented premises</p> <p>Data Protection Act defence costs</p> <p>Consumer Protection Act and Food Safety Act defence costs</p> <p>Health and Safety at Work Act and Corporate Manslaughter defence costs</p> <p>Cross liabilities clause</p> <p>Court attendance costs</p>	<p>Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place</p> <p>Goods manufactured sold supplied to USA/Canada</p> <p>Any losses arising out of Your responsibilities under the Road Traffic Act</p> <p>Professional Indemnity</p> <p>Property in Your care custody and control</p> <p>Contractual liability</p> <p>Arising out of hazardous (to human health) component building material</p> <p>Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos</p> <p>Radioactive contamination</p> <p>Punitive, multiplied or exemplary damages</p> <p>Terrorism (other than the statutory limit of £5m under the EL section) and War</p>
<p>Section 3 Contractors' All Risks (if selected)</p> <p>Damage to contract works, own plant, hired-in plant and employees' tools.</p> <p>Escalator clause allowing 20% increase in contract value.</p> <p>Re-writing plans and documents (limit of £25,000)</p> <p>Cover for free issue materials.</p>	<p>The excess shown in the schedule.</p> <p>Mechanically propelled vehicles licensed for road use (excluding vehicles primarily intended for use at contract sites).</p> <p>Loss arising from wear and tear or gradual deterioration.</p> <p>Damage once works completed and handed over unless in the maintenance period.</p> <p>Damage due to defective design, plans or workmanship.</p>
<p>For full details of the coverage You must read Your policy.</p>	<p>For full details of all exclusions You must read Your policy document.</p> <p>Limits may apply to Your policy – these are shown in Your policy document and schedule.</p> <p>You may have to pay the first amount of any claim - the amount is shown in the schedule as the excess.</p>

The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances, depending on the nature of the risks being insured and those extensions requested. The policy may also contain warranties describing actions that You must take or avoid for any cover to operate.

If the value declared or the sum insured selected is less than the full insurable amount, then any claim may not be payable in full.



Claims

Your claims under Sections A, B and C will be dealt with by:

Your claims will be dealt with by **Amlin UK Limited**

St Helen's
1 Undershaft
London
EC3A 8ND

Your claims should be notified to Your Insurance Broker.

Your claims under Section d will be dealt with by HSB

The Claims Manager
HSB Engineering Insurance Limited
Chancery Place,
50 Brown Street,
Manchester
M2 2JT
Phone 0161 817 2114
Fax 0161 817 2119
Email newloss@hsbeil.com

Additional Information

Policy Limits

Higher Limits may be available on request. Please ask Your Insurance Broker for details.

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets Your needs and that You understand its terms, conditions, limits and exclusions.

If You wish to change anything or if there is anything You do not understand please notify Your Insurance Broker. If You fail to notify us of any changes You require, Your policy may not operate fully.

Cancellation of this policy

You may cancel the policy at any time, although we reserve our rights on refunding any premium depending on how long the policy has been in force and if You have made a claim on this policy. To exercise Your right to cancel, contact the Broker who arranged this cover for You.

You have no cancellation rights under Sections A, B and C

Complaints Procedure

Any enquiry or concern about this **policy** should be addressed in the first instance to **your** broker.

If **your** complaint cannot be resolved by **your** broker please contact the Head of R&Q

Commercial Risk Services Limited at: The Commercial Manager
R&Q Commercial Risk Services Limited
130 Fenchurch Street
London
EC3M 5JT
Phone: + 44 (0) 20 7780 5850

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to your satisfaction and your complaint relates to Sections A, B or C you may contact us at

Amlin UK Limited,
Parkway,
Chelmsford
Essex
CM2 0UR

If you remain dissatisfied and wish to make a complaint, you may refer the matter at any time to

Policyholder & Market Assistance
Lloyd's,
One Lime Street,
London
EC3M 7HA.

Complaints that cannot be resolved by them may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate time.

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to your satisfaction and your complaint relates to Sections D you may contact:

The Group Operations Manager
HSB Engineering Insurance Limited
Chancery Place,
50 Brown Street,
Manchester
M2 2JT
Phone 0845 345 5510
Fax 0845 345 5610
E Mail complaints@hsbeil.com

Compensation

R&Q MGA Limited, Amlin UK Limited and HSB Engineering Insurance Limited are all covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St

Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on Your policy Schedule), and is annually renewable.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Data Protection

The defined terms used in this Policy shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to You, the Insurers may have access to Personal Data. You warrant that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the Insurers (whether such disclosure is made directly by You to the Insurers or indirectly by You to any agent acting on behalf of You or the Insurers). You shall be the Data Controller of any Personal Data provided to it.

The Insurers undertake that they shall only use any Personal Data provided to them for the purposes of performing their services in connection with its contract of insurance with You. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The Insurers will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You hereby consent to the Insurers sharing any Personal Data provided to them with their group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the Insurers contract in connection with the contract of insurance between You and the Insurers.

You acknowledge that the Insurers may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Conduct Authority or any other public body or authority of competent jurisdiction and You hereby consents to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the Insurers sharing Personal Data provided to them with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.