

# **Policy Summary**



This is a summary of the cover provided by the policy and does not contain full details of the limits, terms, exclusions and conditions.

These can be found in the policy document, a copy of which can be obtained via your insurance broker. It is important that you read these fully before making any decision about your insurance.

Some of the covers provided are optional and will only apply if you have selected them and they are shown as being operative on the Schedule.

#### **Standard Cover**

#### **Contract Works**

This provides cover in respect of physical loss or damage to

- the works
- own and/or hired-in contractors plant

## **Extensions**

- Debris removal
- · Personal effects including tools and clothing
- Plans, specifications and other documentation necessary for the execution of the contract
- Professional fees
- Additional costs for complying with European Union legislation or public authority regulations during reinstatement of property following damage
- Expediting expenses, including overtime, hire charges and express delivery incurred Recovery or withdrawal of any contractors' plant which is unintentionally immobilised
- Free issue materials
- Testing and commissioning, up to 45 days
- Payment of continuing hire charges whilst contractors' plant is out of use, up to £25,000 any one item

#### **Conditions**

- Unattended sites and premises used for storage shall be securely locked, with tools, equipment, stock and plant secured and locked inside
- Each item of scaffolding equipment shall be security marked
- All contractors' plant is hired in accordance with CPHA (or similar) conditions and examined prior to and after hiring with a record of each inspection

## **Exclusions**

- Damage due to work ceasing on the site for more than 90 days
- Mechanically-propelled vehicles, other than those designed primarily to operate as tools of trade where not licensed for road use
- Tyre punctures, cuts or bursts
- Defective design, plan, specification, materials or workmanship
- Mechanical or electrical breakdown
- Wear, tear, rust or other gradual deterioration
- Stock in trade not designated for use in the works, deeds, bonds and money
- Disappearance or shortage not traceable to an occurrence
- Existing structure and contents
- Damage for which the Insured is not responsible by contract
- Nuclear material
- Loss or damage to any property whilst in transit by sea, or stolen from an unsecured vehicle
- Theft from vehicles, where outside business transit usage hours unless the vehicle is in a secondary locked facility

## **Employers Liability**

This provides cover in respect of all sums for which you become legally liable to pay as damages in respect of an Injury sustained by an Employee.

Standard Limit of Indemnity - £10,000,000 (restricted to £5,000,000 in respect of Terrorism)

# **Extensions**

- Unsatisfied Court Judgements
- Health and Safety at Work defence costs

### **Exclusions**

- Injury as a motor vehicle passenger
- Offshore work

## **Public Liability**

This provides cover in respect of all sums for which you become legally liable to pay as damages in respect of accidental injury to persons, accidental damage to property or accidental nuisance occurring in on the construction site

#### **Extensions**

- Legal liabilityincurred under Article 82 of Regulation (EU) 2016/679 'the General Data Protection Regulation.
- Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972
- Wrongful arrest
- · Health and Safety at Work defence costs

## **Exclusions**

- Injury to employees
- Products (other than food or drink for consumption on the premises)
- Any loss resulting from non-accidental pollution or contamination
- Any loss resulting from the use of vehicles, unless used as a tool of trade
- Property in the care, custody or control of the insured
- Offshore work

#### **Terrorism**

This provides cover in respect of damage caused by Acts of Terrorism, certified as such by Her Majesty's Government or Her Majesty's Treasury caused to the Property insured under Contract Works.

Cover only applies in England, Wales or Scotland.

# **General Policy Exclusions**

- Radioactive Contamination
- War Risks
- Pollution

#### Insurer

This policy is underwritten by Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc

# **Cancellation**

When you receive your policy you have 14 days in which to consider the cover provided. If the cover does not meet your requirements you have the right to cancel the policy. You will be entitled to a full refund of the premium paid provided no incidents have occurred which may give rise to a claim.

If you wish to cancel the contract outside the 14 day period please contact the broker who arranged the policy for you.

# **Making a Claim**

If any incident occurs which might result in a claim You must immediately contact Us via Your insurance broker who will be able to advise You.

Please telephone or e-mail Us using the details below.

Tel: 0330 024 2587 or

Email: thistlecommercialclaims@coveainsurance.co.uk

You should refer to the Claims Conditions in the policy for full details of the procedures and conditions applying.

# **Complaints Procedure**

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Thistle Underwriting at the address shown below. Please ensure that you provide details of your Insurance policy and in particular your Insurance policy number to help us deal with your complaint efficiently and promptly.

Thistle Underwriting St. David's Court Union Street Wolverhampton, WV1 3JE

T: 01902 714 000

E: complaintsofficer@thistleinsurance.co.uk

If you remain dissatisfied following receipt of the final response you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service Exchange Tower 1 Harbour Exchange Square London E14 9SR

T: 0800 023 4567

W: www.financial-ombudsman.org.uk

If you have a complaint about any insurance policy purchased online the European Union has launched the European Online Dispute Resolution platform (ODR). If a dispute arises the website helps you to escalate your complaint to a local dispute resolution service to solve the problem.

Use of the service is free and the process is handled totally online. To access the ODR platform please use the following address http://ec.europa.eu/odr

Please note that not all Businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information. The insurer and Thistle Underwriting are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we or the insurer cannot meet our financial obligations. Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)
10th Floor
Beaufort House
15 St Botolph Street
London,
EC3A 7QU

T: 0207 741 4100 or 0800 678 1100

W: www.fscs.org.uk

If you take any of the actions mentioned above it will not affect your right to take legal action.

