

Self-builder Site Insurance Cover Summary



This leaflet provides a summary of the significant features, benefits and limitations of the Employer's Liability, Public Liability and Contractor's 'All Risks' covers provided by Zurich Insurance Company Construction Combined policy. For full details of the cover including complete terms, conditions and exclusions refer to the policy document.

Type of insurance and cover

Provides cover for the main insurance needs of a business. A combination of Employer's Liability, Public Liability and Contractor's 'All Risks'.

Duration of policy

The duration of this non-investment return policy is 18 months plus a further 3 months on buildings and household contents following completion where required.

You are strongly advised to periodically check that sums insured within the policy are still adequate.

Employer's Liability

Protects against damages and legal costs that arise as a result of claims from employees suffering an injury or disease due to, and during, their employment on site (Section F).

Public Liability

Cover is provided in respect of legal liability to pay compensation including legal costs for:

- Accidental death or personal injury to any person excluding employees.
- Accidental loss or damage to third party material property (Section G).

Contractor's 'All Risks'

Provides 'all risks' protection for materials usually referred to as 'contract works'. It can also cover owned or hired-in contractor's plant and employee's personal tools and effects, and temporary buildings (Section H).

The standard duration of this non-investment insurance contract is 18 months.

Significant features and benefits

Employer's Liability

- Standard cover provides protection for legal liability world-wide for damages and legal costs up to £10 million (restricted to £5 million in respect of terrorism) (Extension stated under Employer's Liability section in the schedule)
- Indemnity for any director or employee if a claim is made against them personally (Section F, Extension 3)

- Legal costs including those arising from criminal charges brought under the Health and Safety at Work Act 1974 (Section F, Extension 9).
- Full protection against legal action world-wide (Section F, Extension 1).
- This section of the policy cover is provided without any conditions.

Public Liability

- Indemnity limit of up to £5 million is available. (Stated under Public Liability section in schedule).
- Cover includes liabilities incurred in connection with:
 - Health and Safety and Work Act 1974 (Section G, Extension 3)
 - Food Safety Act 1990 (Section G, Extension 4)
 - Consumer Protection Act 1987 (Section G, Extension 15)
 - Defective Premises Act 1972 (Section G, Extension 10)
 - Data Protection Act 1984 (Section G, Extension 13)
- Contingent motor liability cover applies (Section G, Extension 12)

Contractor's 'All Risks'

- 'All Risks' cover for contract works on site up to handover and 14 days thereafter where required by contract (Section H, Sub-section 1-Contract Works).
- Transit to or from the contract site (other than by sea or air) (Section H, Sub-section 1-Contract Works).
- 'Free issue materials' for which you are responsible for provided their value is reflected in the overall cost (Section H, Sub-section 1-Contract Works).
- Contract works and materials stored away from the site (Section H, Sub-section 1, Extension 2).
- Other interests included where required under contract (Other interests extension stated in schedule).
- Waiver of subrogation against sub-contractors where required by JCT contract conditions (Section H, Sub-section 1, Extension 10).

- Expediting expenses in making permanent or temporary repair (Section H, Sub-section 1, Extension 5).
- Debris removal, shoring up property or boarding up windows (Section H, Sub-section 1, Extension 6).
- Professional fees (Section H, Sub-section 1, Extension 7).
- The cost of clerical labour and materials for redrawing plans (Section H, Sub-section 2, Employees Personal Tools and Effects).
- Owned contractors plant for use in connection with the contract covered anywhere in the UK (Section H, Sub-section 3, Owned Plant, defined in schedule).
- Legal Liability under hiring conditions for loss or damage to hired-in plant and continuing hire charges (Section H, Sub-section 4, Hired-in Plant, defined in schedule).
- Temporary buildings in site or adjacent thereto including accommodation (Section H, Sub-section 3, Owned Plant, defined in the schedule).
- Household contents of temporary accommodation on site subject to a limit of £5000 (Section H, Sub-section 3, Owner Plant, defined in the schedule)
- Household contents contained in the project building during construction and after completion up to the expiry of the policy for a limit of £5000 and any loss or damage by theft being by forcible or violent entry to or exit from the building (Completed Buildings and Household Contents extension in schedule up to the expiry date of the policy).

Optional covers available

- Existing structures on site prior to commencement of the contract (Optional Extension - Existing Structures stated in the schedule).

Significant and unusual exclusions or limitations Exclusions for Employer's Liability

- Cover for any employee who is on, or in transit to or from, any offshore installation or support or accommodation vessel for any offshore installation (Section F, Exclusion 4).

Exclusions for Public Liability

- Damage to that part of any property where it's the direct result of work carried out by the insured (Section F, Exclusion 4).
- Damage to property held in trust except for :
 - Personal effects
 - Buildings temporarily occupied by the insured
 - Premises hired, leased, rented or lent to the insured under agreement, which the insured would not have been responsible for in the absence of such

agreement (Section G, Sub-structure 1. Exclusion 5).

- The first £250 of any claim for third party property damage (Section G, Sub-section 1, Exclusion 6).
- Liability for liquidated damages, fines or penalties which applies solely because of a contract (Section G, Exclusion 1).
- Professional Indemnity (Section G, Exclusion 2).
- Fines or penalties (Section G, Exclusion 1).
- Punitive damages awarded by a Court of Law outside of the UK (Section G, Exclusion 4).

Exclusions for Contractor's 'All Risks'

- The excess £250 all losses except employees tools and personal effect £50 (Section H, Exclusion 1 and Excess in schedule).
- Structures which existed on site prior to commencement of the contract works unless agreed by us (Section H, Sub-section 1, Exclusion 1).
- Property which is defective in material workmanship, design, plan or specification and subsequent damage caused whilst enabling repair (Section H, Sub-section 1, Exclusion 4).
- Occupation of the contract works prior to completion other than as a dwelling or office (Section H, Sub-section 1, Exclusion 5).
- Theft of unfixed non-ferrous metals unless at the time of the theft either:
 - you or a representative are on site
 - the non-ferrous metals are contained within a securely locked building or site hut (Section H, Sub-section 1 Exclusion 7).
- Normal wear and tear and gradual deterioration (Section H, Exclusion 6).
- Damage occurring during lifting or lowering operations where the load is shared by two or more items of lifting plant unless such operation is carried out in accordance with BS7121 Safe use of Cranes (Section H, Exclusion 4).
- Motor vehicle where not primarily a tool of trade (Section H, Exclusion 3).
- Mechanical breakdown of owned plant (Section H, Sub-section 2, Exclusion 1)
- Terrorism (General Exclusion Terrorism).

Cancellation rights

This policy entitles you to a 14 day cooling off period (Cancellation rights – cooling off period, noted in schedule)

How to make a claim

Notify all claims to Self-builder who will act on your behalf.
Telephone 0800 018 7660

Please advise the policy reference number and your contact details.

For loss or damage claims involving contract works, existing structures, plant or other property provide:

- When, how and where loss or damage took place.
- Details of who discovered damage including date and time.
- For theft or malicious damage details of the police crime reference and officer dealing.
- Details of previous similar losses.
- Details of any other insurance which may cover the loss or damage.

For liability losses provide:

- Details of fault.
- Incident details – date, time, place, how it occurred and contact details of witnesses and people involved.
- For injury losses supply nature of injury, details of hospital and date returned to work.
- For third party damage losses describe damage and likely cost of repairs.

We will:

- Advise you of the next steps in handling your claim.
- Proactively keep you and your broker informed about the progress of your claim.
- Proactively manage any third party claims against you.
- Work towards settling the claim as quickly as possible.

Complaints Procedure

We want to provide a first class standard of service. If you have any cause for complaint you should, in the first instance, contact either the intermediary who arranged the policy for you, or the branch that issued your policy. Please quote the details of your policy (your surname and initials, policy number, department reference, ect).

If the matter is not resolved to your satisfaction, please write to the Manager of the branch concerned. If you are still not satisfied with the action taken, you can lodge your complaint with the Chief Executive. Simply call **0845 601 4937** or send an email to chiefexecutive@uk.zurich.com

A member of the Chief Executive's office will respond to your complaint and offer resolution where possible.

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsmen Service (FOS). This is a free and impartial service.

The FOS can be contacted on **0845 080 1800** or emailed at complaint.info@financial-ombudsmen.org.uk

The FOS will only consider your complaint if, at the time of notification, you are a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect your legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 0207 892 7300 or further information is available at www.facs.org.uk

Law applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, The Isle of Man or the Channel Islands relating to your address as will be shown in the schedule. If there is any dispute as to which law applies it shall be English Law.

The parties agree to submit to the exclusive jurisdiction of the English Courts.

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the databases(s). We can supply details of the databases we access or contribute to, on request.