

Liability and Construction Combined Insurance

Summary of Cover

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by your policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document.

Insurer

This policy is underwritten by a consortium of Insurers being Royal & Sun Alliance insurance, Aviva, Groupama Insurance Company Limited and National Insurance & Guarantee Corporation Plc.

Territorial Limits

The policy covers work undertaken by you on a Worldwide basis.
Contract Works and Business Equipment All Risk Sections are restricted to United Kingdom only.

Type of insurance and cover

Provides cover for Employers' Liability, Public and Products Liability, Contract Works, Property Damage Business All Risks and Business Interruption, as applicable.
This is an annually renewable policy, unless specified otherwise.

Employers' Liability

This policy protects companies against damages and legal costs that arise as a result of claims from employees suffering an injury or disease due to their employment.

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Public and Products 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.

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Contract Works

Cover is provided in respect of Damage to property as follows:-
- Temporary or permanent works completed or to be completed as part of a contract, including materials for incorporation.
- Additional covers available are as follows (See policy schedule if operative).
- Insured's own tools and plant, plant hired in, employees tools and personal effects.

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Property Damage

Cover on an "All Risks" basis on property as defined in the Schedule and including
- Reinstatement basis of cover subject to average.
- Automatic reinstatement of sums insured following a loss.
- Subsidence cover available.

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Business Equipment All Risks

Cover on an "All Risks" basis the Business Equipment defined in the Schedule
- Reinstatement basis of cover.
- Automatic reinstatement of sums insured following a loss.

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Business Interruption

"All Risks" cover with 2 basis of cover options in respect of interruption or interference with the Business :-
- Gross Profit Sum Insured or
- Increased Cost of Working.

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Significant features and benefits

Employers' Liability

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Indemnity to Principal.	7
Covers Employees temporarily working overseas.	7
Standard cover provides protection for legal liability, worldwide, for damages and costs of up to £10 million. (Restricted to £5 million in respect of terrorism).	7
Contractual Liability.	8
Cross Liabilities.	8
Legal Expenses arising from Health and Safety Legislation.	8
Compensation for court attendance. (£250 per Employee, £500 per Director/Partner or Principal per day).	8
Unsatisfied Court Judgments.	8

Significant features and benefits

Public and Products Liability

Indemnity for Directors, Employees and Principals is included.	10
Pollution is sudden, identifiable and unintended other than in North America where a total exclusion applies.	10
Defective Premises Act liability.	13
Overseas Personal Liability.	14
Tenant's Liability for Hired or Rented Buildings.	14
Contractual Liability.	12
Employees' and Visitors' Personal Belongings.	13
Cross Liabilities.	12
Legal Expenses arising from Health and Safety Legislation.	14
Compensation for court attendance. (£250 per Employee, £500 per Director/Partner or Principal per day).	14
Legal Expenses Arising From Consumer Protection Act 1987 & Food Safety Act 1990.	12
Data Protection Act.	12
Motor Contingent Liability.	14
Provisional 28 days cover for JCT 6.5.1 (formerly 21.2.1) Contracts (£500 Excess).	11
Financial Loss Cover with a limit of £25,000 - Claims made during the period of insurance or up to 30 days after expiry.	13
Liability for buildings Temporarily Occupied.	12

Significant features and benefits

Contract Works

Cover includes up to 25% of the Maximum Contract Price in respect of removing debris, dismantling or demolishing, shoring or propping up following a loss.	18
Professional fees in respect of reinstatement following damage.	19
Re-writing or re-drawing plans following damage up to £25,000 limit.	19
Additional Interests.	18
Speculative Buildings up to 180 days after practical completion.	20
Showhouses and Contents covered. Limit for contents of £50,000 per property.	20
Continuing hire charges where Hired in Plant covered.	18
Free Issue Materials.	17
European Union and Public Authorities clause.	18
Damage to Security Devices - reduced Excess of £50 if an attempted theft of plant results only in damage to security devices.	18
Incidental Hiring of Plant with limit of £35,000.	19
Loss of Keys - Limit of £1,000 and Excess of £50.	19
Taken into use - cover provided if any part of the permanent Works are taken into use as a private dwelling or office.	20
No exclusion regarding theft of or from unattended vehicles.	

Significant features and benefits

Property Damage

Automatic reinstatement following a loss subject to payment of any additional premium.	25
Capital additions cover up to 10% of the Buildings or Machinery sums insured or £50,000 whichever is the lower.	25
Stock extends to include customers goods or goods for which they are responsible for whilst in the custody of the Insured.	26
Removal of Debris and other expenses as defined up to £10,000.	26
Drains cover extension.	26
E.U. and Public Authorities clause.	26
Fire Brigade and Fire Extinguishing Appliances expenses up to £10,000 each.	27
Loss of metered water up to £10,000.	27

Significant features and benefits

Business Equipment All Risks

Worldwide cover.	32
Automatic reinstatement following a loss subject to payment of any additional premium.	32

Significant features and benefits

Business Interruption

All Risks cover.	37
Automatic reinstatement following a loss subject to payment of any additional premium.	44
Either "Gross Profit Sum Insured" or "Increased Cost of Working" basis .	37
Notifiable Diseases cover as defined up to 10% of the Sum Insured or £25000 whichever is the lower.	39
Unspecified Customers or Suppliers extension up to 25% of the Sum Insured.	41
Losses arising from damage to Electricity, Gas & Water suppliers premises as defined*.	41
Denial of Access*.	42
Telecommunications Suppliers extension*	42
* These extensions are subject to an aggregate and period limit of 10% of the Sum Insured or £25,000 whichever is the lower	
Accountants and Auditors charges extension up to £10,000.	

Significant or unusual exclusions or limitations

Employers Liability

Cover for any employee who is in transit to, from, or between any offshore installation or support or accommodation vessel for any offshore installation.	8
Bodily injury to any Employee carried in or on a vehicle whilst being used on a road (as defined in the Road Traffic Act) (See Policy Schedule).	8
Terrorism (Limited to £5 million).	8
Asbestos (See Policy Endorsements where applicable).	

Significant or unusual exclusions or limitations

Public and Products Liability

Policy Excesses (See Policy Schedule).	
Damage to Contract Works.	15
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 have not been responsible for in the absence of such agreement.	15
Liability for liquidated damages, fines or penalties.	15
Professional Services provided for a separate fee or under a separate contract.	15
War.	50
Offshore.	15
Terrorism (Limited to a maximum of £5 million).	15
Asbestos (See Policy Endorsements where applicable for full exclusion).	15

Significant or unusual exclusions or limitations

Contract Works

War.	50
Terrorism.	21
Damage due to breakdown, explosion, gradual deterioration or wear and tear, rust or mildew.	20
Damage due to pressure waves caused by aircraft and other aerial devices.	20
Inventory losses.	20
Damage to any mechanically propelled vehicle licensed for road use other than a vehicle used solely as a tool of trade.	20
Damage to aircraft and watercraft.	20
Damage to or loss of money.	20
Damage to existing structures.	20
Damage to the contract once it has been completed and handed over (Unless in contract maintenance period).	20
Damage to the contract resulting from defects in the plans, design, specification, materials or workmanship.	20
Liquidated damages or other penalties, consequential loss or damage.	20
E Risks.	51
Territorial Limits Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.	17
Maintenance Period restricted to 12 months.	17

Significant or unusual exclusions or limitations

Property Damage

War.	50
Terrorism.	24
Damage due to breakdown, explosion, gradual deterioration or wear and tear, rust or mildew.	22
Damage due to pressure waves caused by aircraft and other aerial devices.	24
Latent Defects.	22
Premises to be occupied solely for the Business or as a private dwelling.	26
Premises to be of an approved construction and heated by defined sources.	26
Portable space heater precautions.	28
Deep Frying and cooking precautions condition.	26
Fire extinguishing appliance maintenance condition.	24
Basement & Ground floor 75mm Stillages Warranty.	28
Waste storage and removal precautions.	29
The excess stated in the schedule.	

Significant or unusual exclusions or limitations

Business Equipment All Risks

Exclusion of theft from unattended vehicles unless resulting from forcible & violent entry.	35
Portable Computer Precautions.	35
Latent Defects.	33
War.	50
Terrorism.	34
Damage due to breakdown, explosion, gradual deterioration or wear and tear, rust or mildew.	33
Damage to Money.	34
The excess stated in the schedule.	

Significant or unusual exclusions or limitations

Business Interruption

Property Cover Condition.	40
War.	50
Terrorism.	40
Damage due to pressure waves caused by aircraft and other aerial devices.	40

Additional Endorsements

Your policy may have Endorsements or Additional Endorsements applying to it which are more specific to your trade or occupation (See your policy schedule).

Complaints Procedure

Towergate Underwriting Liability & Construction is committed to providing you with a high quality service, which we expect to maintain throughout the duration of the policy. In order for this level of service to be fully appreciated by you, we would first ask you to read through the policy documents carefully to ensure you understand the extent of the coverage provided and the conditions and exclusions that apply – particularly what is required of you if and when you become aware of a claim or a circumstance which may give rise to a claim being made against you.

If you have any questions or concerns about your policy, which cannot be answered to your satisfaction by your Broker, then please contact us at the address set out below.

If you have any complaint or issues over the handling of a claim you should, in the first instance, please contact the Compliance Officer at the address set out below.

If you feel that we have not offered you a first class service, please write and tell us at the address set out below and we will do our best to resolve the matter with you.

Contact Address:

Towergate Underwriting Liability & Construction,
Towergate House, 20 Ellerbeck Court,
Stokesley,
North Yorkshire, TS9 5PT.

Tel: **0845 072 0224**
Fax: **0845 072 0230**
E-mail: **liabilityandconstruction@towergate.co.uk**

If you are unable to resolve the situation with us and wish to make a complaint, you can do so at any time by referring the matter to the Managing Director of Towergate Underwriting Liability & Construction at the address above.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if they are unable to meet their obligations. Full details are available from the FSCS.

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