

# CONTRACTORS COMBINED QUOTATION

REFERENCE:	QBEP/22
BROKER:	Kerry - New Business

Premium	£ 539.20
Insurance Premium Tax	£ 26.96
Documentation Fee	£ 15.00
<b>TOTAL PAYABLE</b>	<b>£ 581.16</b>

Valid for 30 days from the date above

NAME:	A Test
ADDRESS:	clydesdale lodge Spring Terrace Durham
POSTCODE:	DL14 8QQ
BUSINESS DESCRIPTION	Groundworkers max 2 metres

**Premium is based upon 1 employee(s) for Public Liability, 1 for Employers Liability**

<b>EMPLOYERS LIABILITY:</b>	<b>INCLUDED</b>
LIMIT OF INDEMNITY £10,000,000 maximum amount payable including interest and all Costs and Expenses in respect of:	
<ul style="list-style-type: none"> <li>a) any one claim against the Insured or series of claims against the Insured, and</li> <li>b) any claim or series of claims made by the Insured under this section</li> </ul>	
arising out of one cause	
The Indemnity provided by the Standard Clauses or any other amendment to this section shall not operate so as to increase the maximum amount payable in respect of claims arising out of one cause.	

<b>PUBLIC (including Products) LIABILITY:</b>	<b>INCLUDED</b>
LIMIT OF INDEMNITY £2,000,000 maximum amount payable for damages, including interest thereon but excluding Costs and Expenses, in respect of any one occurrence ( irrespective of the number of claims occasioned thereby) and shall be unlimited in amount during any one period of Insurance except that in respect of:	
<ul style="list-style-type: none"> <li>a) claims arising from Products(whether or not involving pollution or contamination)</li> <li>b) other claims arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination</li> </ul>	
the amount stated in the schedule shall be the maximum payable for such damages including interest thereon in the aggregate during any one period of insurance.	
AUTOMATIC EXTENSION: Financial Loss – Limit of Indemnity £25,000 in the aggregate	
ENDORSEMENTS : 513 HEAT EXCLUSION	
EXCESS: £250 in respect of Third Party property damage or bodily injury increased to UGS £1,000	

## CONTRACTORS COMBINED QUOTATION continued

<b>CONTRACT WORKS SECTION:</b>	<b>NOT INCLUDED</b>
Maximum length of any one contract	12 Months
Maximum any one contract	£ 0.00
Temporary buildings, plant and other property	£ 0.00
Maximum any one item	£ 0.00
Maximum any one item of hired in plant	£ 0.00
Hiring in charges	£ 0.00
Maximum in respect of personal effects and tools any one Employee	£ 750.00
EXCESS: £1,000 increased to £1,000 in respect of theft and malicious damage	

<b>TOOLS &amp; EQUIPMENT SECTION</b>	<b>NOT INCLUDED</b>
Maximum Sum Insured for the Policyholder	£ 0.00
Maximum any one employee	£ 0.00
Maximum any one occurrence	£ 0.00
EXCESS: £100	

<b>PERSONAL ACCIDENT SECTION</b>	<b>INCLUDED</b>
CAPITAL SUM in the event of Death any one employee or principal	£ 25,000.00

<b>PROFESSIONAL INDEMNITY</b>	<b>INCLUDED</b>
LIMIT OF INDEMNITY £25,000 including damages, costs and expenses in respect of any one occurrence and £125,000 in the aggregate.	
EXCESS: £500	

<b>POLICY ENDORSEMENTS:</b>
523 DEPTH RESTRICTION - 2 metres

## **CONTRACTORS COMBINED QUOTATION continued**

### **501 PREMISES RESTRICTION**

The Company will not be liable for any liability caused by or arising out of any work other than the erection alteration maintenance or repair of private dwellings shops offices hotels and public houses consisting of not more than four floors (including any basement) and single storey domestic buildings ancillary thereto

### **502 SHUTTERING / FORMWORK EXCLUSION**

The COMPANY will not be liable for any liability caused by or arising out of the manufacture or erection of shuttering or formwork

### **503 WOODWORK INCLUSION**

It is noted and agreed that General Exclusion 2 - Woodworking is deleted

### **504 AERIAL ERECTION EXCLUSION**

The Company will not be liable for any liability caused by or arising out of the erection or repair of television aerials

### **505 HIGH ROOF EXCLUSION**

The Company will not be liable for any liability caused by or arising out of work on roofs or work on the ceilings of churches chapels cinemas exhibition halls music halls public halls or theatres

### **506 CRADLEWORK EXCLUSION**

The Company will not be liable for any liability caused by or arising out of work from slings or cradles

### **507 COMPUTER EXCLUSION**

The Company will not be liable for any liability caused by or arising out of:

- a) damage to computers or computer equipment accessories programs systems or software
- b) loss distortion or erasure of data
- c) the failure of any product supplied to perform its intended function
- d) advice or design whether given for a fee or not

### **508 SPRINKLER INSTALLATION EXCLUSION**

The Company will not be liable for any liability caused by or arising out of the installation maintenance or repair of sprinkler systems

### **509 SIGNWRITERS AND ERECTORS EXCLUSION**

The Company will not be liable for any liability caused by or arising out erection of:

- (a) neon signs
- (b) roadside signs or billboards any sign at a height of above 10 metres

### **510 DEPTH RESTRICTION - 1 Metre**

The Company will not be liable for any liability caused by or arising out of any digging or excavation below a depth of one metre

### **511 FENCING CONTRACTORS EXCLUSION**

The Company will not be liable for any liability caused by or arising out of the installation supply or manufacture of road crash barriers

### **512 HEIGHT RESTRICTION - 3 Metres**

The Company will not be liable for any liability caused by or arising out of work at a height of more than 3 metres above

## CONTRACTORS COMBINED QUOTATION continued

the ground involving ladders or slings or cradles

### **513 HEAT EXCLUSION**

The Company will not be liable for any liability caused by or arising out of the application of heat

### **514 SOLAR PANELS EXCLUSION**

The Company will not be liable for any liability caused by or arising out of the installation or maintenance or replacement or repair of solar panels or associated pipe-work or equipment outside the confines of any building

### **515 INEFFICACY EXCLUSION**

The Company will not be liable for any liability caused by or arising out of the failure of any Product to perform its intended function.

### **516 CAVITY WALL WORK-ASBESTOS/FORMALDEHYDE EXCLUSION**

The Company will not be liable for any liability caused by or arising from

- (a) any work involving the injection of cavity walls with insulation material unless the Insured holds a current certificate issued by the Agreement Board and/or the British Standards Institution in connection with such work and the use of such materials,
- (b) any work involving the use of urea formaldehyde,
- (c) the storing, handling, use, repair, removal, stripping or dismantling of insulation or other material containing asbestos,
- (d) the failure or alleged failure of insulation material to perform its intended function.

### **517 EXPLOSIVES EXCLUSION**

The Company will not be liable for any liability caused by or arising from the use of explosives

### **518 HEIGHT RESTRICTION - 10 Metres**

The Company will not be liable for any liability caused by or arising out of work at a height of more than 10 metres above the ground

### **519 EXCLUDING DAMAGE TO ITEM BEING WORKED UPON**

The Company will not be liable for any liability in respect of loss or damage (including shrinkage or discolouration) to articles on which the Insured is or has been working

### **520 HEIGHT RESTRICTION - 25 metres**

The Company will not be liable for any liability caused by or arising out of work at a height of more than 25 metres above the ground

### **521 HEIGHT RESTRICTION - 15 Metres**

The Company will not be liable for any liability caused by or arising out of work at a height of more than 15 metres above the ground

### **522 FELLING OF TREES**

The Company will not be liable for any liability caused by or arising out of the felling of trees unless incidental to the maintenance of gardens or fencing contracts

### **523 DEPTH RESTRICTION - 2 metres**

The Company will not be liable for any liability caused by or arising out of any digging or excavation below a depth of 2 metres

## **CONTRACTORS COMBINED QUOTATION continued**

### **524 DEPTH RESTRICTION - 5 metres**

The Company will not be liable for any liability caused by or arising out of any digging or excavation below a depth limit of 5 metres

### **525 SPECTATOR STANDS**

The Company will not be liable for any liability caused by or arising out of the erection/dismantling of spectator stands

### **526 BURNING OF WASTE WARRANTY**

The Company will not be liable for any liability caused by arising out of the burning of waste or timber or other materials on third party premises unless the following precautions that are a condition precedent to liability are taken:-

- a) all fires must not be left un-attended
- b) all fires must be extinguished at least 1 hour before leaving the area
- c) a responsible person shall examine all property within a 6 metre radius of the fire and where possible remove all combustible materials
- d) Adequate fire fighting equipment will be maintained in readiness at all times for controlling or extinguishing the fires

### **527 CORGI**

The Company will not be liable for any liability caused by or arising out of the work unless this work is carried out by registered CORGI installers

### **528 DEMOLITION**

The Company will not be liable for any liability caused by or arising out of demolition

### **529 UNDER-PINNING**

The Company will not be liable for any Liability caused by or arising out of under-pinning

### **530 CROP SPRAYING**

The Company will not be liable for any liability caused by or arising out of crop spraying of any nature.

### **531 DEMOLITION**

The Company will not be liable for any liability caused by or arising in connection with any work of demolition carried out by employees of the Insured :-

- a) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by the Insured
- b) of other structures not exceeding 4 metres in height and not forming part of any building

### **533 GLAZING OF ROOFS**

The Company will not be liable for any liability in connection with the glazing of roofs other than greenhouses.

### **534 MOTORWAY WORK EXCLUSION**

The Company will not be liable for any liability causes by or arising out of work on motorways.

### **535 TANKING EXCLUSION**

The Company will not be liable for any liability caused by or arising out of work to form a tank to prevent penetration of

## CONTRACTORS COMBINED QUOTATION continued

or hold water or other liquids.

### 536 HEIGHT LIMIT

It is noted and agreed that Exclusion 1a) - Hazardous Activities Height Limit is deleted.

SAMPLE

# Small Contractors Combined Insurance Policy Summary



## Small Contractors Combined Insurance is underwritten by QBE Insurance (Europe) Limited (QBE)

**Small Contractors Combined Insurance** is an annual insurance contract (unless stated otherwise in the Policy Summary Addendum) and may be renewed each year subject to the terms and conditions then applicable. You should review and if necessary update your cover periodically to ensure that it remains accurate.

This document provides only a summary of the main benefits under the Small Contractors Combined Insurance policy and the policy terms and conditions. **For full details of all policy benefits and all terms and conditions you should read the *policy document* a copy of which will be provided immediately after your policy is taken out or at any time on request.**

### Policy Type

The Small Contractors Combined Insurance policy has six applicable sections:

Employers' Liability	Employers' Liability Section
Public Liability	Public and Products Liability Section
Contract Works	Contract Works Section,
Tools and Equipment	Tools and Equipment Section
Personal Accident	Personal Accident Insurance Section
Professional Indemnity	Professional Indemnity Section

If you select Small Contractors Combined Insurance policy, the following significant features and benefits, subject to the significant definitions and significant or unusual Exclusions and limitations, will be included in your policy.

European  
Operations

# Small Contractors Combined Insurance Policy Summary



## **Significant Policy Exclusions – Applicable to all sections of the Policy – see page 10 of the policy wording**

### 1. Hazardous Activities

This policy excludes loss, destruction and damage or any consequential loss or expenses or any liability for injury or damage directly or indirectly arising from or caused by work:

- a) at a height where the drop exceeds 16 metres
- b) undertaken by the Insured or anyone else connected with the business on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (other than retail garages, shops or offices)
- c) at mines, shipyards, docks, harbour piers, wharfs or jetties
- d) offshore
- e) on site (sites) located airside
- f) on or within 5 metres of railway tracks
- g) at or on any nuclear installation or establishment

### 2. Woodworking

This policy excludes loss, destruction and damage or any consequential loss or expenses or any liability for injury or damage directly or indirectly caused by or arising from work involving the use of woodworking machinery driven by steam, gas, water, electricity or by other mechanical power. The expression woodworking machinery shall not be deemed to include lathes, fret saws, boring machines, mechanically driven portable tools applied to the work by hand other than pendulum and swing saws

## **Employers' Liability - Employers' Liability Section** (see *policy document* pages 16 to 23)

### **Significant Features and Benefits**

This Section provides an indemnity to employers for their legal liability to compensate their employees following injury in the workplace.

QBE will provide an indemnity for the payment of damages and costs for legal liability arising from bodily injury to employees caused during the period of insurance and in connection with the business. Injury includes death, disease and both physical injury and mental injury.

The maximum sum payable any one cause is stated in the quotation or renewal Policy Summary Addendum.

The policy definition of "Employee" includes those under a contract of service, loan or borrowed staff, labour only sub-contractors, agency staff and voluntary staff but not staff of independent contractors

### **Standard Clauses**

- Contractual liabilities – contractual obligations relating to injury to employees.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Cover for other parties – providing you agree this insurance operates to indemnify your directors and employees if they are sued separately or join with you in a claim arising from injury to another employee. In addition this extends to those holding positions of officer in your social or services committees.
- Medical treatment - cover extends to include any medical doctor employed by you.
- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Sections 2 to 8) when related to an employee injury.
- Unsatisfied court judgements – payment of damages awarded to an employee injured at work where a third party judgement is not enforceable.

# Small Contractors Combined Insurance Policy Summary



- Compensation for court attendance – payment to you of £500 per day for each director or partner and £250 per day for other employees who are required to attend court as a result of an employee injury.
- Data Protection Act 1998 – indemnity for distress compensation payments under this regulation or defence costs against a prosecution under Section 21 of part III of the Act.
- Conflict of interest – in event of a conflict of interest between you and an employee the Company will provide separate representation.
- Waiver of subrogation against subsidiaries – if any Employee sustains Bodily Injury in the course of employment with the Insured due to the negligence of a subsidiary of the Insured, at the request of the Insured we will waive rights of subrogation against the subsidiary.

## **Significant / Unusual Exclusions or Limitations** (See *policy document* pages 21 to 23)

The *policy document* contains a number of Exclusions and other limitations. The more significant Exclusions applying are listed below.

The Employers' Liability Section excludes liability arising from:

- Employees working outside the UK unless they are UK nationals and intend to return within 6 months
- Injury arising from work on an offshore rig or other offshore installation
- Radioactive contamination in circumstances where you have agreed to pay damages under a contract
- Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any Road Traffic Act
- The Contracts (Rights of Third Parties) Act 1999
- War or Terrorism but the policy will pay for legal liability for acts of terrorism providing the aggregate award for Damages and cost does not exceed £5,000,000.

Significant limitations that will restrict payment are:

You must

- pay the premium prior to the agreed due date
- notify events immediately relating to notice of impending inquest, fatal accident inquiry, prosecution or other legal proceedings but other accidents that may be subject of a claim should be notified within 14 days.
- advise any and all changes to the declared business activity

Please refer to page 21 of the *policy document* for the complete list of Exclusions and a full description of each Exclusion.

**Public Liability Insurance - Public (including Products) Liability Section** (see *policy document* pages 25 to 37)

## **Significant Features and Benefits**

This Section provides an indemnity for liability at law to compensate third parties (not employees) for accidental bodily injury or accidental property damage.

QBE will provide an indemnity for the payment of all sums awarded against you under civil law due to accidental death or injury to third parties or damage to third party property that occurs during the insurance period and arises from your declared business activities within the Territorial Limits.

The maximum sum payable is the Limit of Indemnity stated in the quotation or renewal Policy Summary Addendum. This limit applies in respect of:

- any one occurrence, but also
- any one year in the aggregate for claims arising from sale or supply of products or arising from contamination or pollution.

Cover applies to products supplied worldwide but excluding North America and to temporary overseas business activities worldwide again excluding North America.

# Small Contractors Combined Insurance Policy Summary



## Standard Clauses

- Contractual liabilities – contractual obligations relating to injury to third parties.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Leased Premises - indemnity arising from leasing a premises.
- Motor Vehicles
- Watercraft
- Personal Effects
- Cover for other parties – providing you agree insurance operates to indemnify your directors and employees if they are sued separately or join with you in a claim arising from injury to third parties. In addition this extends to those holding positions of office in your social or services committees.
- Data Protection Act 1998 – indemnity for distress compensation payments under this regulation or defence costs against a prosecution under Section 21 of Part III of the Act.
- Employees' Liability overseas
- Cross liabilities – the insurance will be applied as if separate policies have been issued to each subsidiary provided that QBE's total liability will not exceed the Limit of Indemnity shown on the quotation or renewal Policy Summary Addendum.
- Health & Safety and other regulations - payment of costs to defend a prosecution under or in connection with a prosecution under the Health & Safety at Work Act 1974 (sections 2 to 8), the Consumer Protection Act 1987 or the Food Safety Act 1990 when related to an injury to a third party.
- Work upon third party property
- Defective Premises Act 1972
- Conflict of interest – in event of a conflict of interest between you and any employee QBE will provide separate representation.
- Compensation for court attendance – payment to you of £500 per day for each director or partner and £250 per day for other employees who are required to attend court in connection with a claim for which you are entitled to indemnity under this Section.
- Sudden and accidental pollution
- Financial Loss (Including Products) - Indemnifies a company subject to legal liability for financial loss (not in respect of, or as a consequence of bodily injury or damage to property) incurred by others, for claims made against the company during the period of insurance. The standard limit of indemnity is £25,000

## Significant / Unusual Exclusions or Limitations (See *policy document* pages 33 to 37)

The *policy document* contains a number of Exclusions and other limitations. The more significant Exclusions applying are listed below.

The Public and Products Liability Section excludes the first amount of each and every claim as stated in the quotation or renewal offer document, and liability arising from or relating to:

- Claims arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any Road Traffic Act.
- Marine and Aviation liability
- Liability for or the costs of recall or making good defective products or workmanship
- Injury to employees
- Advice, instruction or design unless directly relating to a product supplied
- War and terrorism
- Nuclear risks (radioactive contamination)

# Small Contractors Combined Insurance Policy Summary



- Claims brought and awards made in any court under North America jurisdiction.
- Data Protection Act 1998
- Use or application of heat – Fire Precautions
- Pollution or contamination (other than liability for which an indemnity is provided by Standard Clause 17)
- Claims arising from employees working outside the UK unless they are UK nationals and intend to return within 6 months.
- Business domiciled outside the UK.
- The Contracts (Rights of Third Parties) Act 1999
- Use, supply or exposure to specified hazardous materials such as asbestos, PCBs, tobacco products or blood products
- Date related coverage
- E-commerce and pure economic loss.

Significant limitations that will restrict payment are:

You must

- pay the premium prior to the agreed due date
- notify events immediately relating to notice of impending inquest, fatal accident inquiry, prosecution or other legal proceedings but other accidents that may be subject of a claim should be notified within 14 days.
- advise any and all changes to the declared business activity

Please refer to page 33 of the *policy document* for the complete list of Exclusions and a full description of each Exclusion.

**Contract Works Insurance – Contract Works Section** (see *policy document* pages 72 to 78)

## Significant features and benefits

This Section covers the cost of rectifying damage to the property insured during the period of insurance, subject to the limit of indemnity set against each item on the schedule, or the amount specified in any Standard Clause under this Section.

### Cover includes where shown in the quotation

- Permanent and temporary works
- Temporary buildings and plant
- Hired in temporary buildings, plant and equipment
- Employee's personal effects and tools limited to £750 per employee.

### Standard Clauses

- Reinstatement of the limit of indemnity
- Additional interests in the contract works
- Architects', surveyors' and other fees in reinstatement
- Continuing plant hire charges covered for up to 30 days (after expiry of the first 3 working days) with a maximum limit of £5,000 in respect of hired in plant insured
- Debris removal
- Escalation in contract price
- Free issue materials
- Immobilised plant
- Local Authority reinstatement requirements
- Location of source of escape of water subject to a limit of £10,000 during any one period of insurance

# Small Contractors Combined Insurance Policy Summary



- Negligent breakdown for hired-in plant
- Personal effects and tools – away from site
- Plans, drawings, specifications and documents subject to a limit of £5,000 during any one period of insurance
- Replacement of locks for constructional plant subject to a limit of £500 for each and every claim
- Waiver of recovery rights under the JCT Standard Form of Building Contract.

## Significant / Unusual Exclusions or Limitations (See *policy document* pages 78 to 81)

The *policy document* contains a number of Exclusions and other limitations. The more significant Exclusions applying are listed below.

- Change in water table level
- Completion or occupancy of the contract works
- Consequential loss
- Deliberate acts
- Design and workmanship
- Disappearance of property
- The amount of the Excesses stated in the quotation
- Normal upkeep and making good
- Pollution or contamination damage
- Excluded property:
  - a) aircraft, hovercraft or watercraft
  - b) existing structures
  - c) plant, machinery, tools or equipment due to its own explosion, electrical or mechanical breakdown, failure or derangement
  - d) any mechanically propelled motor vehicle or its attached trailer
  - e) money
  - f) deeds, manuscripts or documents of any kind
  - g) property for which the insured is relieved of responsibility by the conditions of the contract
  - h) property more specifically insured
- Site fire safety, solely in respect of contracts of £2,500,000 in value.
- Unattended property  
Loss by theft or any attempted theft to the following unattended property:
  - a) non-ferrous metals unless within a locked building, or a locked container, or locked portacabin or similar
  - b) construction plant unless locked at all points of access and immobilised or sited within a locked building or locked compound, and all keys removed to a place of safety
  - c) other property valued £5,000 or more within a motor vehicle unless the motor vehicle is protected by an immobiliser or alarm approved by us which has been put into operation
  - d) other property valued below £5,000 within a motor vehicle unless the motor vehicle is locked at all points of access
  - e) other property while on the contract site after work has ceased for the day unless within a locked building, locked compound or fully enclosed boundary fence.
- Wear and tear etc.
- Personal effects and tools away from site
  - a) damage caused by theft or attempted theft from an open-top or soft-top motor vehicle
  - b) damage caused by theft or attempted theft from a hard-top motor vehicle:
    - I) left unattended between 9pm and 6am unless parked in a securely locked building or garage, or
    - II) left unattended between 6am and 9pm unless:

# Small Contractors Combined Insurance Policy Summary



- i) all doors, windows and other means of entry and closed, locked and
- ii) all keys have been removed to a place of safety,
- c) damage recoverable under any other insurance or in any other way,
- d) any amount exceeding £750 per employee.

Please refer to page 78 of the *policy document* for the complete list of Exclusions and a full description of each Exclusion.

## **Tools and Equipment Insurance – Tools and Equipment Section** (see *policy document* pages 81 to 82)

### **Significant features and benefits**

This section covers loss or damage to any tools or equipment occurring within the United Kingdom during the period of insurance, subject to the limit of indemnity set against each person in the schedule, provided the tools and equipment are the Property of the Insured or his employees

### **Significant/Unusual Exclusions or Limitations**

The policy section is subject to the General conditions and General Exclusions of the Policy and the more significant exclusions are listed below

- 1 Change in Water Table Level
- 2 Consequential loss
- 3 Deliberate acts
- 4 Design and workmanship
- 5 Disappearance of property
- 6 Excess for property damage - £100 or as stated in the policy schedule in respect of each and every Claim.
- 7 Normal upkeep
- 8 Pollution or contamination damage
- 9 Excluded property

This section does not cover Damage to

- a) aircraft, hovercraft or watercraft (except hand-propelled watercraft),
  - b) buildings, other structures, their contents or other property existing at the start of the Insured's Contract
  - c) Tools and Equipment due to its own explosion, electrical or mechanical breakdown or failure or derangement including but not limited to overrunning, overheating, leakage of electricity or short circuiting,
  - d) Tools and Equipment as the result of any adjustment or interference with any component part
  - e) Tools and Equipment due to delay, confiscation, requisition, embargo, nationalisation by order of government or public authority
  - f) any mechanically propelled motor vehicle, or its attached trailer which is
    - i) licensed for road use or for which insurance or security is required under Road Traffic law,
    - ii) more specifically insured under any other policy of insurance,
  - g) money, promissory notes, cheques, bills of exchange, securities for money, stamps or bonds,
  - h) deeds, manuscripts or documents of any kind,
  - i) property for which the Insured are relieved of responsibility by the conditions of the Contract,
  - j) to property more specifically insured under any other policy of insurance or under the Commercial All Risks section to this policy.
- 10 Site fire safety
  - 11 Unattended property

This section does not cover loss by theft or any attempted theft to the following unattended property

- a) non-ferrous metals unless within a locked building, or a locked container, or locked portacabin

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- or similar
- b) construction plant unless locked at all points of access and immobilised or sited within a locked building or locked compound, and all keys are removed to a place of safety
  - c) Damage caused by theft or attempted theft from an open-top or soft-top motor vehicle,
  - d) Damage caused by theft or attempted theft from a hard-top motor vehicle,
    - i) left unattended between 9pm and 6am unless parked in a securely locked building or garage, or
    - ii) left unattended between 6am and 9pm unless
      - I) all doors, windows and other means of entry are closed locked, and
      - II) all keys have been removed to a place of safety,
  - e) other property while on the contract site after work has ceased for the day unless within a locked building, locked compound or a fully enclosed boundary fence.
- 12 Wear and tear etc.

This section does not cover Damage arising from or caused by:

- a) wear and tear, wet or dry rot, mildew, dryness or dampness, rust, corrosion, insect, vermin, erosion, depreciation, gradual deterioration or obsolescence,
- b) scratching or chipping of surfaces,
- c) hardening or setting of materials due to delay in their use or application unless the delay

unavoidably results from Damage otherwise insured by this section,

- d) Tools and Equipment not being stored in accordance with conditions recommended by the manufacturer

Please refer to page 82 of the *policy document* for the complete list of Exclusions and a full description of each Exclusion.

## **Personal Accident – Personal Accident Section** (See *Policy Document* pages 85 to 92)

### **Significant Features and Benefits**

The Personal Accident Section provides a capital sum payment to a specified Beneficiary following the death of a named individual or to any one of a named group of individuals on site

Following death to the Insured Person as a result of Accidental Bodily Injury as defined below this policy pays the capital sum of £25,000 directly to the Beneficiary. Where the Insured Person is also the Beneficiary the capital sum payment will be made to the spouse of the Beneficiary.

### **Significant Definitions**

#### Accident, Accidental

A single, sudden and unexpected event, which occurs at an identifiable time on site during the period of insurance

#### Bodily Injury

A specific injury which:

- is sustained by the Insured Person during the Period of Insurance,
- is caused by an Accident, and
- solely and independently of any other cause, causes death of the Insured Person

### **Significant / Unusual Exclusions or Limitations** (See *policy document* pages 89 to 92)

This *policy document* contains a number of Exclusions and other limitations. The more significant

# Small Contractors Combined Insurance Policy Summary



Exclusions applying are listed below.

Cover under the Personal Accident Section is restricted to Accidents of Occupation only.

In addition, the Personal Accident Section excludes death to the Insured Person due to or relating to:

- Air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft
- War and terrorism
- Deliberate exposure to exceptional danger or criminal act by the Insured Person
- Driving or riding on motor cycles
- Suicide or attempted suicide or intentional self-inflicted injury or state of insanity.
- Being under the influence of alcohol as defined by the motor vehicle laws or under the influence of drugs or narcotics that are not lawfully available unless prescribed for the Insured Person by a Health Care Practitioner
- The Death of the Insured Person, if caused by Sickness or natural causes
- Venereal disease, hepatitis B, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS Related Complex (ARC)
- Mental or emotional diseases including epilepsy and Post Traumatic Stress Disorder
- Osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments.
- Repetitive Stress (Strain) Injury
- Injury contributed to or aggravated by any specifically excluded or Pre-Existing Condition
- Injury arising due the accumulation of a series of Accidents and/or traumas
- Radioactive contamination

Significant limitations that will restrict payment are:

- You must pay the premium prior to the agreed due date
- You must notify us of any change of occupation of the Insured Person
- In the event of death or injury You must notify us as soon as possible but in any event within 90 days of the death or injury
- In the event of injury the Insured Person must place himself under the care of a Health Care Practitioner and agree to be examined by the Company's medical examiner if necessary.

Please refer to page 84 of the *policy document* for the complete list of exclusions and a full description of each Exclusion.

**Professional Indemnity Insurance – Professional Indemnity Section** (see *policy document* pages 95 to 98)

## Significant features and benefits

This Section provides cover up to the chosen limit of indemnity including damages and costs & expenses, which the insured become legally responsible to pay, as a direct result of negligence by the insured in the conduct and carrying out of specified professional activities\* within the United Kingdom and in connection with the insured's business. The limit of indemnity is any one occurrence and in the aggregate. The policy excess is as specified in the quotation.

\* The definition of specified professional activities is:

The supply or performance by you as a professional of any:

- Design, plan or specification
- Supervision of construction
- Feasibility study
- Technical information calculation
- Surveying

# Small Contractors Combined Insurance Policy Summary



- Consultancy
- Testing

Undertaken only by or under the direction and direct control of a properly qualified person.

A properly qualified person will mean personnel with appropriate professional qualifications or not less than 5 years relevant experience for the specific professional activities in which they are engaged.

Specified professional activities do not include the supervision by you of your own or your sub-contractor's work, where your supervision is undertaken solely in your capacity as Building or Engineering Contractor.

## Standard Clauses

- Dishonesty of employees
- Infringement of copyright, patent or registered design
- Loss of documents with a £1,000 limit
- Mitigation of a Loss
- Negligence of others

## Significant / Unusual Exclusions or Limitations (See *policy document* pages 98 to 102)

The *policy document* contains a number of Exclusions and other limitations. The more significant Exclusions applying are listed below.

The Professional Indemnity Section excludes:

- Dishonest, malicious, criminal or deliberate illegal acts
- Employee bodily injury
- Estimates of construction
- The amount of the Excess shown in the quotation
- Express warranty or guarantees and contractual liability
- Assignees of collateral warranty
- Insolvency
- Insurance, finance or financial advice
- Known circumstances
- North American territories claims
- Other insurances
- Property ownership, use or occupation or leasing
- Retroactive date – negligence before the date – the retroactive date is as specified in the quotation
- Contracts (Rights of Third Parties) Act 1999
- Hazardous materials
- E-Commerce
- Date Related Coverage
- War & Terrorism
- Nuclear Risks

Please refer to page 98 of the *policy document* for the complete list of Exclusions and a full description of each Exclusion.

# Small Contractors Combined Insurance Policy Summary



## **Important Information**

### **Your Right to Cancel** (See policy document page 6)

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy that includes Personal Accident insurance cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 30 days either from;

- the day of purchase of the contract, or
- the day on which you receive your policy documentation,

whichever is the later.

To cancel please write to the address or call the number shown on your policy schedule.

On receipt of your notice of cancellation, we will refund any premiums you have already paid less a pro rata charge for the period on insurance provided.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not buying Personal Accident as an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy on your part but QBE may issue 30 days written notice of cancellation at any time by writing to your last known address.

QBE will allow a pro rata refund of premium providing no claim has been made under the policy.

### **Renewing your Policy**

If KL Underwriting Agency (KLUA) and QBE are willing to invite renewal of the policy KLUA and QBE will tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

If you are an individual/sole trader (including a partnership in England and Wales) the same cancellation rights as stated above will apply at each renewal.

### **Claim Notification** (See policy document page 8)

Should you wish to make a claim under your Small Contractors Combined Insurance you should contact your broker or KLUA as soon as possible either by telephone on the number below or by writing to QBE at the address below. You must give us any information or help that we ask for.

You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy.

KLUA  
Clare House,  
Worton Court,  
Worton Road,  
Isleworth  
TW7 6ER  
Tele 0208 225 1164  
Fax 0280 569 9826

# Small Contractors Combined Insurance Policy Summary



You may contact QBE at:

**QBE Insurance (Europe) Limited,**  
Acclaim House; Central Park; New Lane; Leeds LS11 5UF  
Tel: 0113 244 8051 [Fax: 0113 242 2587]  
[enquiries@qbe-europe.com](mailto:enquiries@qbe-europe.com)

## **Complaint Procedure** (*See [policy document page 103](#)*)

QBE aims to give its customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you or The Managing Director at:

**QBE Insurance (Europe) Limited**  
Plantation Place, 30 Fenchurch Street, London, EC3M 3BD  
Tel: 020 7105 4000 [Fax: 020 7105 4019]  
Registered in England No. 1761561  
[enquiries@qbe-europe.com](mailto:enquiries@qbe-europe.com)

The Manager will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint under your Small Contractors Combined Insurance policy, please write to the Chief Executive Officer at the aforementioned address.

If QBE cannot resolve the matter to your satisfaction, we will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service at the following address:

Insurance Division  
The Financial Ombudsman Service  
South Quay Plaza 2  
183 Marsh Wall, Docklands  
London E14 9SR

Referral to the Financial Ombudsman Service is only available to commercial customers in limited circumstances. Making a complaint does not affect your right to take legal proceedings.

## **Compensation**

QBE Insurance (Europe) Limited is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory).

Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from the Company at the address above, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers,  
1 Portsoken Street,  
London E1 8BN  
Tel: 020 7892 7300

# Small Contractors Combined Insurance Policy Summary



## Directive Required Information

### QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares authorised and regulated by the Financial Services Authority (FSA) as an insurance company and, with effect from 14 January 2005, to undertake insurance mediation, under Registration Number **202842**

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

In the event of a complaint please read the procedure set out on the previous page.

### The law and language applicable to the policy

The law of England and Wales will apply to this contract unless:

1. You and QBE agree otherwise, or
2. At the commencement of this insurance you are a resident of (or in the case of a business, the registered office or principal place of business is situated in ) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply unless you and QBE agree otherwise.

The language used in this policy and any communications relating to it will be English.

### Premiums

The premium is a single premium for the period of insurance. The premium must be paid to your intermediary before the commencement date of this insurance.

### Tax

The premium quoted is without tax. In addition to the premium you must pay Insurance Premium Tax at the rate of 5%. Your statement of price will show these amounts and the total due.

### Company Head Office

The Company's Home State is the United Kingdom and this policy is underwritten from its Bristol premises:

**QBE Insurance (Europe) Limited**  
3 Temple Back East,  
Bristol, BS1 6DZ

The Company's Head Office and registered address is:

**QBE Insurance (Europe) Limited,**  
Plantation Place, 30 Fenchurch Street,  
London EC3M 3BD  
Tel: 020 7105 4000 [Fax: 020 7105 4019]  
[Registered in England No. 1761561](#)