



R&Q Commercial Risk Services Limited

Contractors' All Risks and Liability Combined Insurance Summary of Cover

Contractors' All Risks and Liability Combined Liability

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 4BS.

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 1, 2 and 4 are underwritten by:

Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's

Faraday Underwriting Limited is a limited company registered in England under company number 01682486. Registered Office: Corn Exchange, 55 Mark Lane, London EC3R 7NE. Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority with registered number (FRN:204910).

Section 3 is underwritten by:

HSB Engineering Insurance Limited

This Section is underwritten by HSB Engineering Insurance Limited. Registered in England and Wales No. 02396114. Registered Office: New London House, 6 London Street, London EC3R 7LP. Authorised and Regulated by the Financial Services Authority (FSA No. 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 Section 7 – **Claims Procedure** and the **Enquiries and 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
- Environmental Impairment Liability - Cover is provided in respect of all sums which you are legally liable to pay including claimant' costs and expenses in respect of Environmental Impairment Liability which arises in connection with your business. Environmental Impairment can happen over extended periods of time and so insurance is provided on a Claims Made basis, for which claims are first made against you during the policy period. Cover is provided up to the Aggregate Limit specified in the policy schedule for all claims and costs and expenses during the policy period. The policy contains a retroactive date. In order to be covered the Environmental Impairment must be caused after the retroactive date. The default is for the retroactive date to be the inception date. However, since gradual pollution can continue for a long period before it is detected the retroactive date can be routinely altered to 5 years prior to inception upon written request to us and subject to additional premium. Our intention is not to cover historic pollution from former business practices or previous uses of the site.



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 Liability 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) Employers' liability cover and associated costs and expenses up to the limit of liability stated in Your policy schedule.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of compulsory employers' liability laws.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by Us.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under this section, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.</p> <p>Offshore and Terrorism.</p>
<p>Section 2 – Public Liability and Products Liability (if selected) Public liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Motor vehicles tool of trade risk</p> <p>Motor contingent liability</p> <p>Movement of obstructing vehicles</p> <p>Defective Premises Act</p> <p>Leased or rented premises</p> <p>Overseas personal third party liability</p> <p>Data Protection Act</p>	<p>The policy excess as stated in Your Policy Schedule.</p> <p>Defective Workmanship. Loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by us.</p> <p>There is no cover for loss arising from professional advice given by you for a fee.</p>

<p>Product liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Extension cover available for legal costs and expenses in relation to criminal proceedings brought against you under the Consumer Protection Act or Food Safety Act.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos.</p> <p>Offshore and Terrorism.</p> <p>Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.</p>
<p>Section 3 Contractors' All Risks (if selected) 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>Section 4 Environmental Impairment Liability (if selected) Cover is provided for your liability for: Third Party Injury</p> <p>Third Party Property Damage</p> <p>Environmental Rights</p> <p>Clean up and Environmental Restoration, including complimentary and compensatory remediation, even in the absence of claims for third party damages.</p> <p>Investigation and Defence</p>	<p>The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property</p> <p>Coverage is excluded for any claims arising out of an environmental incident from which a claim was first made prior to the policy period.</p> <p>Compliance Costs</p> <p>Any routine or normal (day to day) Clean Up</p> <p>Remedial work within a Waste Facility</p> <p>Liabilities arising from non-compliance</p> <p>Bodily Injury and Property Damage as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place, (which is covered under the Public Liability Section)</p>

	<p>Liability as Damages for Property owned or in your care custody or control</p> <p>Vehicles or Craft.</p> <p>The coverage is limited to the Aggregate Limit specified</p> <p>The coverage applies in excess of all other valid and applicable insurance.</p>
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Claims

Your claims under Sections 1, 2 and 4 will be dealt with by:

Faraday Underwriting Limited

Corn Exchange

55 Mark Lane

London EC3R 7NE

Telephone: +44 (0)207 707 3333

Fax: +44 (0)207 264 4619

Your claims should be notified to Your Insurance Broker

Under Sections 1, 2 and 4 We are entitled to take over and conduct in your name the defence or settlement of any claim. You must give all information and assistance required. If you do not do so we may reject or be unable to deal with your claim, or be unable to pay your claim in full. No admission of liability or offer, promise or payment shall be made without our written consent.

Your claims under Section 3 will be dealt with by HSB

The Claims Manager

HSB Engineering Insurance Ltd

Cairo House

Greenacres Road

Waterhead

Oldham OL4 3JA

Telephone: +44 (0)161 621 5555

Fax: +44 (0)161 621 5507

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.

Complaints Procedure

We aim to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

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 Policy for You.

If Your complaint relates to Sections 1, 2 or 4 You should contact:

The Complaints Manager
Faraday Underwriting Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE

Email: faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's at:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Telephone: 0207 327 5693
Facismile: 0207 327 5225
E-mail: complaints@lloyds.com

If Your complaint relates to Section 3 You should contact: in the first instance the Head of R&Q Commercial Risk Services Limited at:

The Commercial Manager
R&Q Commercial Risk Services Limited
9-13 Fenchurch Buildings
London
EC3M 5HR
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 please send your complaint to:

The Commercial Manager
HSB Engineering Insurance Limited
Cairo House,
Greenacres Road,
Waterhead,
Oldham,
OL4 3JA
Phone 0161 621 5555
Fax 0161 621 5500

Compensation

R&Q MGA Limited, Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's and HSB Engineering Insurance Limited are 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 Privacy Notice

We may use personal information in order to write and administer this policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk R&Q Commercial Risk Services Limited are underwriting on Our behalf or services the being provided or to a claim that is being reported.

We are part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to Our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the Insurer uses personal information. For more information, please refer to Our Data Privacy Notice, links to which can be found in the policy wording.