



R&Q Commercial Risk Services Limited

# **Contractors' All Risks and Liability Combined Insurance Summary of Cover**

August 2020 Edition

# Contractors' All Risks and Liability Combined Liability Insurance Policy Overview

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## About R&Q

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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

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**Sections 1 and 2 are underwritten by:  
Argenta Syndicate Management Limited**

Argenta Syndicate Management Limited is a limited company registered in England under company number 3632880. Registered Office: 5<sup>th</sup> Floor, 70 Gracechurch Street, London EC3V 0XL. Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

**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

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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 and Information Section of the policy document.

See also Section 6 – **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

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- 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

# 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><b>Section 1 – Employers' Liability</b> (if selected) Employers' liability cover and associated costs and expenses up to the limit of liability stated in Your policy schedule.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £500 per day for directors or partners, and £250 per day for other employees.</p>	<p>We will not be liable in connection with any work Offshore.</p> <p>We will not pay for liability directly or indirectly caused by, resulting from or in connection with any act of Terrorism.</p>
<p><b>Section 2 – Public Liability and Products Liability</b> (if selected) Public liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Product liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Motor contingent liability</p> <p>Defective Premises Act</p> <p>Overseas personal liability</p> <p>Data Protection Act</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £500 per day for directors or partners, and £250 per day for other employees</p>	<p>The policy excess as stated in Your Policy Schedule.</p> <p>There is no cover for the cost of replacing or making good faulty, defective or incorrect workmanship, materials, goods or other property supplied, installed or erected by You or on Your behalf.</p> <p>We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by You or on Your behalf for a fee.</p> <p>We will not pay for any liability directly or indirectly arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.</p> <p>Punitive, exemplary or aggravated damages.</p> <p>In respect of Products Liability our liability to pay damages shall not exceed in aggregate the Limit of Indemnity stated in the Schedule in respect of all occurrences arising during any one Period of Insurance.</p>

<p><b>Section 3 Contractors' All Risks</b> (if selected)</p> <p>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>
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## Notifying a Claims

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

Your claims will be dealt with by Argenta Claims Management at Woodgate & Clark, The Red House, King Street, West Malling, Kent ME19 6QT

Your claims should be notified by

Email: [argenta@woodgate-clark.co.uk](mailto:argenta@woodgate-clark.co.uk)

Phone: 01732 520272

Eligible claims should be submitted directly via the Claims Portal.

Claims Portal registration number: C00588

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

Email [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

## Additional Information

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### **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.

In the event that You remain dissatisfied and wish to make a complaint and if Your complaint relates to Sections 1 or 2 You should contact:

The Complaints Manager  
R&Q Commercial Risk Services Ltd  
71 Fenchurch Street  
London EC3M 4BS

In the event you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's.

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Telephone: 0207 327 5693  
Facismile: 0207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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  
1 Cornhill  
London  
EC3V 3ND  
Phone: + 44 (0) 20 7780 5850

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to Your satisfaction please send your complaint to:

The Customer Relations Leader  
**HSB Engineering Insurance Limited**  
Chancery Place,  
50 Brown Street, Manchester  
M2 2JT  
Phone: 0845 345 5510  
Fax : 0845 345 5610  
E Mail: [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

If Your Complaint relates to any other Section and if Your complaint is about the way in which the Policy was sold to You or whether it meets Your requirements, You should contact the Insurance Broker who arranged the Policy for You.

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **Compensation**

R&Q MGA Limited, Argenta Syndicate Management Limited 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, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://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](http://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, which can be found on:

### **Sections 1 and 2**

<http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

### **Section 3**

<https://www.munichre.com/HSBEIL/service/privacy-statement/index.html>

### **All Sections**

<http://www.rqcrs.com/about-us/data-protection/>

A paper copy of the full Data Privacy Notice can be obtained by contacting:

### **Sections 1 and 2**

by writing to:  
Data Protection Officer  
Argenta Syndicate Management Limited  
5<sup>th</sup> Floor  
70 Gracechurch Street  
London EC3V 0XL

### **Section 3**

by email from [dataprotection@hsbeil.com](mailto:dataprotection@hsbeil.com) or by writing to:  
Data Protection Manager  
New London House  
6 London Street  
London  
EC3R 7LP

### **All Sections**

by writing to:  
The Commercial Manager  
R&Q Commercial Risk Services Limited  
1 Cornhill  
London  
EC3V 3ND

