Policy Summary

This document provides a summary only of the significant aspects of cover (including restrictions) provided by the One Commercial Limited Contractors Insurance Policy. For full details, please refer to the Policy itself which is available for download from our website (www.onecommercial.co.uk) or by contacting your Broker.

Introduction

The Contractors Policy has been designed to cater for the main insurance requirements of the Construction Industry Trades, with the flexibility to select varying covers and services to provide you with the protection that best suits your business needs. The Policy will normally remain in force for a period of 12 months from the date of commencement, unless indicated otherwise in your Policy Schedule.

The Policy is underwritten by One Commercial Limited on behalf of capacity supplied by Prosight Syndicate 1110 at Lloyds.

Please note that One Commercial Limited reserves the right to alter the capacity providers under this contract from the time of the quotation until these covers are bound with us.

Covers

Public and Products Liability

This section provides protection for legal liability for damages and legal costs of up to the limit of liability shown in the Policy Schedule (indemnity up to £5 million is available):

Notable Sections Exclusions:
• Contractual liability in respect of Products Liability
• Damage to property held in trust other than where a policy extension applies
• Terrorism
• Advice, design or specification provided for a fee
• Travel to or work undertaken offshore
• Carrying out work on or Products Supplied which could affect aircraft, airports, nuclear installations, marine vessels, motor vehicles or rail vehicles

Notable Cover Enhancements:
• Cover includes death, illness, disease, injury, mental injury, mental anguish or shock but not defamation
• Obstruction, trespass, nuisance
• Wrongful arrest or detention
• Cost of court attendance
• Cross liabilities
• Cover includes liability incurred in connection with:
  - Corporate Manslaughter & Corporate Homicide Act
  - Health & Safety at Work Act 1974
  - Data Protection Act 1998
  - Consumer Protection Act 1987
  - Food Safety Act 1990
• Leased or rented premises
• Indemnity to other persons including directors, employees and principals
Employers Liability – where selected
This section provides protection for legal liability for damages and legal costs of up to £10 million (restricted to £5 million in respect of terrorism) for injury to your employees:

Notable Section Exclusions:
• Travel to or work undertaken offshore
• Liquidated damages, penalty clauses, fines and punitive and exemplary damages

Notable Cover Enhancements:
• Cover includes death, illness, disease, injury, mental injury, mental anguish or shock but not defamation
• Unsatisfied court judgements
• Cost of court attendance
• Legal costs incurred in the defence of criminal proceedings under the Health & Safety at Work Act 1974
• Indemnity to other persons including directors, employees and principals

Tools – where selected
This section covers loss of or damage to hand tools and hand held portable tools owned or hired in by the Insured or any partner or director working manually in the business for use in connection with the business.

2 levels of cover are available:
Standard – excludes theft from unattended vehicles unattended vehicles
Standard Plus – includes theft from unattended vehicles.

Notable Section Exclusions:
• The excess as stated in the Policy Schedule
• Mechanical or electrical breakdown
• Loss from an unattended vehicle or trailer (unless Standard Plus
• Loss from an unattended vehicle or trailer between the hours of 21.00 and 06.00 unless the vehicle is in a fully enclosed property which is securely locked or under constant surveillance or in a vehicle security park which is permanently attended

Contract Works– where selected
Loss of or damage to temporary and permanent works executed by the insured including materials supplied or used in connection with the contract.

Notable Section Exclusions:
• The excess as stated in the Policy Schedule
• Loss of or damage to the Contract Works while in transit by sea or air
• Loss of or damage to any pre-existing structure building or other property at the Contract Site or any contents thereof
• Loss of or damage attributable to
  - the mechanical electrical or electronic breakdown failure or derangement or explosion
  - defect in the materials or workmanship
  - any faulty or defective design plan or specification of or advice relating to that part
• Loss of or damage to any part of the Contract Works
  - in respect of which a Certificate of Completion has been issued unless such loss or damage be occasioned within 14 days of the date of issue of a Certificate of Completion in accordance with the 5th Edition of the ICE Conditions of Contract
  - which has been handed over to the Principal
  - which is in occupation or use by or in possession of the Principal or with the permission of the Insured any other person for any purpose other than the performance of the contract
  - which arises after Practical Completion where no Certificate of Completion is to be issued other than in respect of Contract Works undertaken by the Insured on a speculative basis for erection alteration or renovation and which are intended for sale lease or rent by the insured when the indemnity provided by this section shall cease

Notable Section Conditions of Cover:
• Condition of average

Notable Cover Enhancements:
• Indemnity during maintenance period
• Indemnity to principal
• Off site storage of goods or materials for use on the contract works
• Damage to show properties
• Overtime and other expenses incurred to expedite the reinstatement of the works following damage
• Speculative building
Own Plant – where selected
This section covers loss of or damage to constructional plant tools equipment and stock owned by the insured.

Notable Section Exclusions:
- The excess as stated in the Policy Schedule
- Loss of or damage to the Property Insured while in transit by sea or air
- Loss of or damage to any part of the Property Insured due to or attributable to the mechanical, electrical or electronic breakdown, failure or derangement or explosion thereof
- Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
- Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
- Theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the building

Notable Section Conditions of Cover:
- Condition of average

Notable Cover Enhancements:
- Plant recovery costs
- Damage to security devices
- Incidental hiring of plant works
- Loss of keys

Hired in Plant – where selected
This section covers loss of or damage to constructional plant tools equipment hired in by the insured.

Notable Section Exclusions:
- The first £250 of each and every loss or damage
- Loss of or damage to the Property Insured while in transit by sea or air
- Loss of or damage to any part of the Property Insured due to or attributable to the mechanical, electrical or electronic breakdown, failure or derangement or explosion thereof
- Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
- Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
- Theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the building

Notable Section Conditions of Cover:
- Condition of average

Notable Cover Enhancements:
- Plant recovery costs
- Damage to security devices
- Continuing hire charges
- Loss of keys
Cancelling Your Policy

Although We hope You are happy with the cover this policy provides, if this insurance doesn’t meet Your requirements, You may cancel this policy by giving notice in writing (including by email) and We will then cancel Your policy with effect from the date upon which notice is dispatched to Us. That date will be the Cancellation Date. If considered appropriate We reserve the right to request the return of all the policy documentation.

If there have been no claims made during the current Period of Insurance, We will return a proportionate part of the premium paid in respect of the unexpired Period of Insurance, but We will retain a minimum premium of £100 and any Administration Fee paid.

If there have been Claims made or notified and/or paid under the policy which occurred during the Period of Insurance, We will still be happy to cancel the policy at Your request but will not make any refund of premium or of any Administration Fee paid or the unexpired Period of Insurance.

Our Right to Cancel Your Policy
We shall not be bound to accept any renewal of this policy.

There are circumstances in which We, Your Insurance Broker, Intermediary or Agent may notify You that the policy will be cancelled

Non Payment of Premium and/or Insurance Premium Tax
If We do not receive the Premium and Insurance Premium Tax in full We may cancel this policy by sending You at least 7 days written notice of cancellation to Your last known address. We will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

Cancellation for other reasons
We may cancel this policy at any other time by sending 14 days’ notice of cancellation, giving details of the reason for cancellation, in writing to Your last known address. We will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

In the event of such a cancellation You shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired Period of Insurance unless there have been Claims made or notified and/or paid under the policy which occurred during the Period of Insurance.
Notification of New Claims
To notify us of a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.

Telephone us on 0344 299 0999

Alternatively send Your claims details to:
One Commercial Limited
Cast House
Gibraltar Island Road
Leeds
LS10 1RJ
0113 345 1768

Details about the Regulator and Insurers and / or Coverholders

• One Commercial Limited. Registered in England and Wales Company number 09284678. Registered Office Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, West Yorkshire, LS10 1RJ.
  One Commercial Limited are authorised and regulated by the Financial Conduct Authority. FCA register number is 709456.

• ProSight Syndicate 1110 at Lloyds. Registered office address: London Underwriting Centre, Level 7, 3 Minster Court, London, EC3R 7DD Registered in England and Wales No 03937013.
  ProSight Syndicate 1110 is managed by ProSight Specialty Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number: 312636.

The above firms’ FCA details can be checked on the Financial Services Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme
Prosight Specialty Underwriters Ltd are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if the company cannot meet its insurance obligations. This depends on the type of Business and the circumstances of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: http://www.fscs.org.uk/ or You may write to the Financial Services Compensation Scheme, 10th Floor, Beaufort House,15 St Botolph Street, London EC3A 7QU. Their telephone number is 0800 678 1100.
Complaints

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to our Complaints Procedure below:

<table>
<thead>
<tr>
<th>Reason for complaint</th>
<th>Contact</th>
<th>Contact Details</th>
<th>If not resolved by the end of the next working day Your complaint will be passed to:</th>
</tr>
</thead>
</table>
| Advice or Sales Related | Your Sales Agent/Broker | Please refer to Your broker correspondence | One Commercial Limited  
Cast House  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
0113 345 1768 |
| All Claims | Your claims handler/administrator in the first instance | claims@onecommercial.co.uk  
One Commercial Limited  
Cast House  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
0113 345 1768 |  

We make every effort to ensure that the cover and service provided to You is clear, fair and not misleading. However should You ever wish to make a complaint about any part of Your policy or Our service, please refer to the table below.

Your complaint will be acknowledged promptly. We aim to resolve all complaints as quickly as possible but, if this will take longer than 10 working days from receipt, We will give you an expected date of response.

If You are still dissatisfied please forward Your complaint to:
The Compliance Officer, Syndicate 1110 @ Lloyd’s Level 7, 3 Minster Court, Mincing Lane, London. EC3R 7DD

If You are not satisfied with ProSight’s response, or have not heard from them within two weeks, You are entitled to refer the matter to Lloyd’s. Lloyd’s will then conduct a full investigation of Your complaint and provide You with a written final response.

If You wish to ask Lloyd’s to investigate Your complaint You may do so by contacting:
Policyholder and Market Assistance (PAMA),  
Lloyd’s, Fidentia House, Walter Burke Way, Chatham Maritime, Kent. ME4 4RN  
Email: complaints@lloyds.com  
Telephone +44 (0) 20 7327 5693  
Fax +44 (0) 20 7327 5225  
www.lloyds.com/complaints

If it is not possible to reach an agreement, You may have the right to make an appeal to the Financial Ombudsman Service.
The Financial Ombudsman Service is an independent organisation that adjudicates on complaints about general insurance products. They will only consider complaints:
- Once We have given You written confirmation of Our final decision
- If Your business has a turnover of less than EUR 2 million and fewer than 10 Employees
- You are a charity with an annual income of less than EUR 1 million
- You are a trustee of a trust with a net asset value of less than EUR 1 million.

You may contact the Financial Ombudsman Service or obtain further information at:
Insurance Division  
The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
http://www.financialombudsman.org.uk  
Telephone: 0300 1239123

Your statutory rights are not affected if You choose to follow the complaints procedure above. For further information about Your statutory rights, contact Your local authority Trading Standards Service or Citizens Advice Bureau.