

Summary of Cover

**Max 10/10**

Liability and Construction



# Liability & Construction Max 10/10 Policy

## Summary of Cover

We are keen to work in partnership with You and avoid any misunderstandings.

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to Us and read the policy document carefully when You receive it.

The Max 10/10 policy is designed to cover small businesses with a maximum of 10 manual employees, including labour only subcontractors, at any one time.

## Name of Insurance Undertaking

This insurance policy is underwritten by Arch UK Retail which consists of certain FCA registered companies of the Arch Insurance Group, including Thomas Underwriting Agency Ltd (FCA number 304302) and Axiom Underwriting Agency Ltd (FCA number 441460) who may act as intermediaries for certain insurers.

Arch Insurance Company (Europe) Limited is registered in England No 4977362.

Registered Address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Number 229887.

The Insurer of the Legal Expenses Section is DAS Legal Expenses Insurance Company Limited.

## Cancellation

We may cancel this policy or any part thereof by giving 30 days notice to Your last known address.

You will have the right to cancel this policy

- a) within 14 days of receiving Your policy documents for the first period of insurance if for any reason You are dissatisfied or the policy does not meet Your requirements
- b) thereafter by giving 30 days written notice to Us
- c) at any time if You sell the business or You cease trading

Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

## Fees

We may charge underwriting fees on this policy. If fees are applicable, they are charged at New Business and Renewal for the administration of your policy. The amount charged will be documented within your policy documents under the premium section.

## Territorial Limits

The policy covers work undertaken by you on a Worldwide basis. In respect of Products Supplied cover is granted on a Worldwide basis other than the United States of America or Canada.

## Type of insurance and cover

Provides cover for Employers Liability, Public and Products Liability, Tools and Contract Works.

This is an annually renewable policy.

## 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, and during, their employment.

## Public & 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.

## 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.
- Hired in Plant and Temporary Buildings.
- Employees' Tools and Personal Belongings.
- Your own plant, site huts and temporary buildings

Continuing hiring charges where Hired in Plant covered

Free Issue Materials

European and Public Authorities clause

Taken into use - cover provided if any part of the permanent Works are taken into use as a private dwelling or office.

## Tools

If applicable endorsement ZC100 applies

Covers loss or damage to plant, tools, equipment and personal belongings owned by the Insured or your Employees including whilst in transit.

## Significant features or benefits

### Employers Liability

Standard cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million.

(restricted to £5million in respect of terrorism) (See Policy Schedule).

Legal expenses arising from health and safety legislation.

Unsatisfied court judgements.

Temporary Employees for up to 50 days (at least one permanent employee, manual or clerical as appropriate for the trade, must be covered for this extension to apply).

Compensation for court attendance. (£250 per Employee per day, £500 per Director/Partner or Principal per day).

### Public & Products Liability

Cover applies world-wide (excluding USA/Canada products).

Indemnity limit of up to £10 million is available (See Policy Schedule).

Indemnity for directors, employees and principals is included.

Legal expenses arising from health & safety legislation.

Compensation for court attendance. (£250 per Employee per day, £500 per Director/Partner or Principal per day).

Defective Premises Act liability.

Motor Contingent Liability.

Overseas Personal Liability.

Consumer Protection Act & Food Safety Act.

Tenant's Liability for Hired or Rented Buildings.

Pollution which is sudden, identifiable and unintended.

Liability for Buildings Temporarily Occupied.

Car Park & Cloakroom Liability.

Temporary Employees for up to 50 days.

Provisional 28 days cover for JCT 6.5.1 Contracts (£500 Excess).

Financial Loss Cover with a limit of £25,000 - Claims made during the period of insurance or up to 30 days after expiry.

## Significant or unusual exclusions or limitations

### Employers Liability

Cover for any employees on any offshore installation or support or accommodation vessel for any offshore installation.

Cover for any employee who is in transit to, from, or between any offshore installation or support or accommodation vessel.

Bodily injury to any Employee carried in or on a vehicle being used on a road (as defined in the Road Traffic Act 1988).

Terrorism £5,000,000 maximum limit of indemnity.

Manual work in the United States of America, Canada, or any territory within their jurisdiction.

Asbestos.

Legal expenses arising from Corporate Manslaughter legislation £1,000,000 maximum limit of indemnity

### Public & Products Liability

Policy Excesses (See Policy Schedule)

Damage to Contract Works.

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.

Product recall, replacement or guarantee.

Products sold or supplied to USA/Canada unless specifically agreed.

Liability for pre agreed damages, fines or penalties.

Professional Services provided for a separate fee or under a separate contract.

Pollution or Contamination in USA/Canada.

Terrorism £5,000,000 maximum limit of indemnity.

Asbestos.

Offshore.

Burning & Welding Conditions apply to all cases unless use of Heat is excluded by Endorsement on the policy schedule.

Underground Services Conditions apply to all policies.

Products supplied but not installed by You

Manual work in the United States of America, Canada, or any territory within their jurisdiction

Demolition work other than part of a building contract

Any work on or Products Supplied for incorporation in railway, aircraft or aerial devices, aerospace systems, hovercraft, water craft, pharmaceutical or medical or blood products, firearms or asbestos

Any work undertaken within 2 metres of a railway track

Legal expenses arising from Corporate Manslaughter legislation £1,000,000 maximum limit of indemnity

## Significant features or 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.

Professional fees in respect of reinstatement following damage.

Re-writing or re-drawing plans following damage up to £25,000 limit.

Additional Interests.

Speculative Buildings up to 180 days after practical completion.

Showhouses and Contents covered. Limit for contents of £50,000 per property.

Continuing hire charges were Hired in Plant covered.

Free Issue Materials.

European Union and Public Authorities clause.

Damage to Security Devices - reduced Excess of £50 if an attempted theft of plant results only in damage to security devices.

Incidental Hiring of Plant with limit of £35,000.

Loss of Keys - Limit of £1,000 and Excess of £50.

Taken into use - cover provided if any part of the permanent Works are taken into use as a private dwelling or office.

## Significant or unusual exclusions or limitations

### Contract Works

War.

Terrorism.

Damage due to breakdown, explosion, gradual deterioration or wear and tear, rust or mildew.

Damage due to pressure waves caused by aircraft and other aerial devices.

Inventory losses.

Damage to any mechanically propelled vehicle licensed for road use other than a vehicle used solely as a tool of trade.

Damage to aircraft and watercraft.

Damage to or loss of money.

Damage to existing structures.

Damage to the contract once it has been completed and handed over (Unless in contract maintenance period).

Damage to the contract resulting from defects in the plans, design, specification, materials or workmanship.

Pre agreed damages or other penalties, consequential loss or damage.

Date Recognition.

E Risks.

Territorial Limits Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Maintenance Period restricted to 12 months.

Demolition work other than part of a building contract

Asbestos

Any work undertaken within 2 metres of a railway track

Any contract exceeding 12 months (excluding any Maintenance Period)

Theft or attempted theft from any unattended motor vehicle unless the vehicle is securely locked and all security devices are in operation

Theft or attempted theft from any unattended motor vehicle unless there is forcible and violent entry into the vehicle

Theft from any unattended motor vehicle from 9.00 pm until collected by Your driver unless the vehicle is garaged in a securely locked building or security compound

## Significant features or benefits

### **Tools – If applicable endorsement ZC100 applies**

Provides cover anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including whilst in transit:

- Plant, tools, equipment and personal belongings owned by You or Your Employees.

## Significant or unusual exclusions or limitations

### **Tools – If applicable endorsement ZC100 applies**

Excludes theft or attempted theft from any unattended vehicle, unless the vehicle has all points of access closed and secured by all the locks and other protections fitted, and all the keys are removed, and between the hours of 9.00 pm and 6.00 am is kept in a securely locked building.

Excess applicable is £100 each and every loss.

Limit any one item £350.

## Special Clauses

Your policy may have special clauses or endorsements applying to it which are more specific to your trade or occupation. (See policy Schedule).

# Legal Expenses Insurance

## Summary of Cover

This summary of cover provides a summary of the significant features and benefits of the cover.

For full details of cover including complete terms, conditions and exclusions please refer to the policy document.

## Insurer

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited.

The legal advice service is provided by DAS Law Limited on DAS' behalf

## Countries Covered

For insured incidents **Legal defence** (excluding **5 Statutory notice appeals**) and **Personal Injury** the countries covered are The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents, The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## Type of Insurance and Cover

This section of the policy will pay legal costs up to £500,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, costs awarded to opponents in civil cases, attendance expenses and accountants' fees and also pays the costs of appealing or defending an appeal in respect of insured incidents.

## Employment Disputes and Compensation Awards

Defending your legal rights if you have a dispute with an employee that cannot be resolved internally.

## Legal Defence

Defending your legal rights if you face a criminal prosecution, receive a statutory notice or experience problems under data protection legislation.

## Property Protection

A civil dispute relating to material property, owned by you or for which you are responsible, following physical damage, a legal nuisance, or a trespass to it.

## Personal Injury

A civil claim for damages following a specific or sudden accident that causes the death of, or bodily injury to an employee or a member of their family.

## Tax Protection

A tax enquiry; an employer compliance dispute; or a VAT dispute.

## Commercial Legal Advice and Tax Advice

Provide confidential legal advice over the phone on any commercial legal problem or tax matters affecting your business.

## Counselling Helpline

Provide all employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone.

## Complaints and Compensation

Arch Insurance Company (Europe) Ltd's goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer. If you are disappointed with any aspect of the handling of your insurance, please contact the Complaints Manager at:

Arch Insurance Company (Europe) Limited  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

If your complaint refers to the Legal Expenses section please write to DAS Customers Relations Department at the address below:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side,  
Temple Back, Bristol BS1 6NH

### Refer your complaint to the Financial Ombudsman Service

If after making a complaint to Arch Insurance Company (Europe) Ltd or DAS, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme

Arch Insurance Company (Europe) Ltd and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### How to make a Claim

Any claim must be notified as soon as reasonably possible to your insurance broker, please refer to Policy Condition 4, Claim Procedure, in your policy wording.



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