



## Contractors...created

### Summary of Cover

#### Policy Summary

This is a short guide to our Contractors...created contract. This document does not form part of an insurance contract. You can find full terms and conditions of the cover in the relevant section of the policy wording.

#### Insurance Provider

This insurance is underwritten by the following Insurers and is administered by Origin UW Limited:-

Legal Expenses Section – AMTrust Europe Ltd  
All other Sections – AXA Insurance UK plc

#### Type of Insurance

The Contractors...created is designed to cover the assets, earnings and legal liabilities of your Business. It provides a wide range of covers with the flexibility to select those that meet your needs.

#### Policy Term

The duration of the Policy is 12 months from cover inception date or as detailed in your Policy Schedule.

## EMPLOYERS' LIABILITY SECTION

### Cover

This Employers' Liability Section covers the Insured against all sums which the Insured becomes legally liable to pay as damages and claimants costs and expenses in respect of Bodily Injury sustained by a director or any of the Insureds' Employees arising out of and in the course of employment by the Insured within the Territorial Limits and resulting directly from the Business during the Period of Insurance

The maximum Limit of Indemnity is £10,000,000 in respect of any one occurrence or all occurrences of a series consequent on, or attributable to one original cause or source other than arising out of a Terrorist Act

In respect to a Terrorist Act the maximum Limit of Indemnity is £5,000,000 in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

### Principal Extensions

### Limits

<p>Health and Safety at Work – Legal Defence Costs Compensation for Court Attendance</p> <p style="text-align: center;">Unsatisfied Court Judgments Indemnity to Other Parties Injury to Working Partners</p> <p>Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs</p> <p>Worldwide cover (other than USA/Canada) for Employees normally resident in the UK whilst temporarily working overseas</p>	<p>£500 per day for you or any of your partners or directors £250 per day for any of your Employees</p> <p>Up to £1,000,000 in any one Period of Insurance</p>
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### Principal Exclusions

- Bodily Injury involving motor vehicles in circumstances where any road traffic legislation requires insurance or security
- Liability caused by or arising from any Service Offshore
- Liability caused by or arising from radioactive contamination
- Liability caused by or arising in connection with work on or in hazardous locations
- Liability caused by or arising from hazardous activities
- Liability arising out of or in respect of Pollution or Contamination

## PUBLIC & PRODUCTS LIABILITY SECTION

### Cover

This Public & Products Liability Section covers the Insured against their legal liability to pay as damages and claimants costs and expenses for accidental Bodily Injury to third parties and accidental Damage to their property occurring within the Territorial Limits in connection with the Business during the Period of Insurance

The Insured may select either £1 Million, £2 Million, £5 Million or £10 Million Limit of Indemnity subject to any restrictions as shown in the Policy wording

The maximum liability of the Insurer in respect of all indemnity payable under this Section and Extensions to this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in Schedule

### Principal Extensions

### Limits

Contingent Motor Liability Cross Liabilities Overseas Personal Liability Personal Data Compensation for Court Attendance	£500 per day for you or any of your partners or directors £250 per day for any of your Employees
Defective Premises Act 1972 Contractual Liability Indemnity to Principal Leased, Hired or Rented Premises Indemnity to Other Parties Health and Safety at Work – Legal Defence Costs Consumer Protection and Food Safety Acts – Legal Defence Costs Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs Customers Goods Financial Loss Loss of Keys JCT Contracts	Up to £1,000,000 £25,000 in any one Period of Insurance £250,000 in the aggregate £10,000 in the aggregate

### Principal Exclusions and Conditions

- Liability for Bodily Injury to any Employee where such Injury arises out of and in the course of employment by you in the Business
- damage to Property in your custody or control or owned by you
- Liability caused by or arising from any Services Offshore
- fines, penalties or liquidated damages, punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages
- Pollution or Contamination unless directly caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance
- Liability arising out of the ownership, possession or use by you or on your behalf of any motor vehicles, trailer or mobile plant where compulsory insurance or security is required
- Liability arising out of the ownership, possession or use by you or on your behalf of any type of aircraft, watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power under your control
- damage to Products and Services
- Liability arising out of any Products exported with your knowledge to or Services provided in North America
- Liability arising from any Breach of Professional Duty
- Liability arising from any work Airside
- The costs or expenses incurred in recalling or withdrawing products from sale or use
- Liability assumed under contract or agreement which would not have arisen in the absence of such contract or agreement (unless otherwise insured)
- Liability arising out of the inhalation or ingestion of asbestos, exposure to or fear of the consequences of exposure to asbestos, the presence of asbestos in any property or on land or the investigating managing removing controlling or remediation of asbestos
- liability arising from products exported directly or indirectly to the United States of America or Canada
- liability arising from Services in the United States of America or Canada
- Liability arising in connection with work on or in hazardous locations
- JCT Clause 6.5.1 Contracts
- Liability arising in connection with work involving demolition, underpinning, pile driving, quarrying, tunnelling, water diversion and use of explosives
- Defamation and discrimination
- Any liability arising from any deliberate act or clean-up costs where you deviate from any regulatory notice order or protection ruling
- Liability caused by or arising from electronic data
- Liability caused by or arising from employment disputes
- Liability arising from passing off or infringement of intellectual property

- Liability caused by or arising from overseas establishments
- Liability caused by or arising from radioactive contamination
- Liability in respect to rectifying defective or unsuitable Products and Services
- Liability caused by or arising from war risks
- The Excess as stated in the Schedule
- Hot Work Precautions Condition applies
- Subcontractors Insurance Check Condition applies

## CONTRACTORS ALL RISKS SECTION

### Cover

This Contractors All Risks Section covers you for Damage to

- the Contract Works up to £5,000,000 maximum contract value
- Constructional Plant Tools and Equipment
- Employees personal effects and Tools
- Hired In Plant

### Principal Extensions

### Limits

Professional Fees	Up to 10% of the Limit of Liability for Contract works
Breakdown or Explosion	
Deeds, Plans & Drawings	£50,000 in total
Fire Brigade Charges	£10,000 in total
Offsite Storage	£250,000 or 25% of the Contract Value
Debris Removal	Up to 10% of the Contract Value
Public Authorities	Up to 10% of the Contract Value
Speculative Building	
Expediting Expenses	Up to 25% of the cost of the claim
Principal Interest	
Damage to Security Devices	£1,000 in total
Loss of Keys	£1,000 in total
Repair Cost Investigation	£2,500 in total
Recovery of Immobilised Plant	£25,000 or the market value at the time of immobilisation
Increase in Value	15% of the Contract Works Limit of Indemnity stated in the Schedule
Continuing Hired in Plant Charges	£25,000 in total
Reinstatement Basis of Settlement for Constructional Plant Tools and Equipment less than two years old	
Negligent Breakdown of Hired In Plant	£5,000 any one item or £25,000 any one occurrence

### Principal Exclusions

- Defective Design Material or Workmanship
- Damage to Existing Property
- Damage to Contract Works caused by its own electrical or mechanical breakdown or explosion
- Damage where Insured is not responsible under the terms of the Contract
- Damage caused by wear and tear, dry rot mildew, rust, corrosion, insects or vermin
- Damage caused by scratching or chipping of surfaces
- Damage caused by hardening or setting of materials due to delay in their use or application
- Losses discovered only at time of taking inventory
- Consequential loss of any kind
- Wilful Acts or Wilful Neglect
- Loss or Damage once the Contract Works have been completed and handed over
- Relief of responsibility under contract conditions
- Damage due to cessation of work
- Damage to any property forming part of any existing structure
- Damage to cutting edges, machine tools, trailing cables, flexible Pipes, Driving Belts and Chains or Conveyor Bands
- Damage caused by materials processed or treated or foreign bodies within the materials
- Damage to tyres by the application of brakes or by punctures, cuts or bursts
- Maintenance, Faulty Workmanship or Application of Tools
- Damage to Constructional Plant Tools and Equipment caused by Overloading or Abnormal Conditions
- Damage caused by Confiscation by order of any government or public authority
- Damage to plant whilst in transit
- Damage to tower cranes
- Damage whilst in any unattended motor vehicle or trailer
- Any contract involving work within 10 metres of any river, lake, reservoir, dam or tidal water or with cofferdams or caissons or in the sea
- Any contract involving structural work on bridges, viaducts, subway, tunnels or motorways
- Any contract involving work on nuclear installations
- Any work where the depth of excavation exceeds 5 metres
- The Excess as stated in the Schedule

## PROPERTY ALL RISKS SECTION

### Cover

The Property All Risks section covers loss or damage from any cause not excluded to specified property at the premises

### Principal Extensions / Standard limits for certain items of Property Insured

### Limits

Deeds, documents, manuscripts and business books	£5,000 any one loss
Computer system records	£25,000 any one loss
Wines and spirits	£500 any one loss
Directors', partners' or Employees' personal effects	£500 per person any one loss
Visitors' personal belongings	£500 any one loss
Other Locations - Stock	£10,000 any one storage location and £25,000 in total
Temporary Removal	15% of the General Contents Sum Insured or £25,000 whichever is the lesser
Exhibitions – Stock and General Contents	£10,000 any one loss
Glass	£500 any one loss of framework, fittings or goods on display £250 any one loss of alarm foil
Locks and Keys	£500 for keys to safes or strongrooms and £1,500 in total any one loss
Septic Tanks and Underground Services	£25,000 any one loss
Rented Buildings	£5,000 any one loss
Extinguishment Expenses	£25,000 any one loss
Metered Water	£5,000 any one loss
Clearing of Drains	£10,000 any one loss
Capital Additions	10% of the Sum Insured subject to a maximum of £250,000
Refrigerated Goods	Sum Insured as stated in the Schedule

### Principal Exclusions

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| <ul style="list-style-type: none"> <li>• faulty or defective designs or materials</li> <li>• inherent vice, latent defect, gradual deterioration</li> <li>• wear and tear or frost</li> <li>• faulty or defective workmanship</li> <li>• operational error or lack of maintenance</li> <li>• bursting of boilers due to steam pressure</li> <li>• corrosion, rust, wet or dry rot, shrinkage, evaporation</li> <li>• loss of weight, dampness, dryness, mould or toxic mould</li> <li>• marring, scratching, vermin or insects</li> <li>• change in temperature, colour, flavour, texture or finish</li> <li>• joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers</li> <li>• mechanical or electrical breakdown or derangement</li> <li>• theft or attempted theft from the open or any outbuilding, vehicle, trailer or from any Building or Unit which is Unoccupied</li> <li>• subsidence, ground heave or landslip</li> </ul> | <ul style="list-style-type: none"> <li>• normal settlement or bedding down of new structures</li> <li>• disappearance, unexplained or inventory shortage, misfiling or misplacing of information</li> <li>• damage caused by Contractors on the Premises</li> <li>• damage by wind, rain, hail, sleet, snow, flood or dust to any moveable property in the open or fences and gates</li> <li>• damage to any building or structure resulting in its own collapse or cracking unless as a result of a Defined Peril</li> <li>• damage to Property Insured by fire caused by its undergoing any process involving the application of heat</li> <li>• damage to Property Insured resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair unless caused by a Defined Peril</li> <li>• damage caused by freezing, escape of water from any tank, apparatus or pipe and malicious persons in respect of any Building or Unit which is Unoccupied</li> </ul> | <ul style="list-style-type: none"> <li>• damage to vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft</li> <li>• damage to structures in the course of construction or erection</li> <li>• damage to land, pavements, piers, jetties, bridges, culverts or excavations</li> <li>• damage to livestock, growing crops or trees</li> <li>• damage to jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books</li> <li>• direct or indirect consequential loss (unless specifically insured)</li> <li>• damage where refrigeration equipment is over 15 years old or over 2 years old and not annually inspected or maintained</li> <li>• incorrect setting of thermostatic or automatic controlling devices forming part of the refrigeration equipment</li> <li>• the Excess as stated in the Schedule in respect of each and every loss</li> </ul> |
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## BUSINESS INTERRUPTION SECTION

### Cover

The Business Interruption Section of the Policy covers loss of gross profit or gross revenue and increase in costs of working during the Indemnity Period provided that payment has been made or liability has been admitted for the Damage to the property under an insurance covering the interest of the Insured

### Principal Extensions

### Limits

Defective Sanitation	£50,000 any one loss
Prevention of Access	£100,000 any one loss
Damage to Public Utilities	£100,000 any one loss
Contract Sites	£50,000 any one loss
Suppliers	£100,000 any one loss
Property Stored Away from the Premises	£100,000 any one loss
Exhibition Expenses	£100,000 any one loss
Customers	£100,000 any one loss
Goods in Transit	£25,000 any one loss
Full Failure of Utilities – Electricity	£100,000 any one loss
Full Failure of Utilities – Water	£100,000 any one loss
Full Failure of Utilities – Gas	£100,000 any one loss
Full Failure of Utilities – Telecommunications	£100,000 any one loss
Murder & Suicide or Disease	£100,000 any one loss

### Principal Exclusions

- Losses excluded under any property insurance

## BOOK DEBTS SECTION

### Cover

The Book Debts Section covers damage to the Insureds' business records

### Principal Exclusions

- Alteration, manipulation, falsification or other act in order to conceal any dishonesty
- book keeping, accounting or invoicing errors or omissions
- mislaid or misfiled records or other unexplained disappearance
- erasure or distortion of information on computer systems or other records
- any loss due to damage to any computer or other equipment, component or system as a result of acts of theft, malicious damage or riot





## GOODS IN TRANSIT SECTION

### Cover

This Section of the Policy covers Damage to Stock or General Contents that occurs during the Period of Insurance whilst in Transit within the Territorial Limits by

- a) any vehicle operated by the Insured
- b) any vehicle operated by hauliers or by rail, post, courier service or by any other conveyance specified in the Schedule

up to the Sum(s) Insured specified for each method of Transit as stated in the Schedule

### Principal Extensions / Standard limits

### Limits

Additional Expenses	£1,000 any one loss
Employees' Effects	£500 any one loss
Sheets and Ropes	£1,000 any one loss

### Principal Exclusions

- Damage to
  - a) livestock or explosives
  - b) Money, documents, manuscripts, computer system records or business books
  - c) precious metals, bullion, precious stones, jewellery, watches, furs, curiosities, works of art or rare books
- Damage caused by
  - a) defective or inadequate packaging or insufficient labelling
  - b) wear and tear, latent defect, inherent vice, insects, vermin, climatic conditions, damp, mildew or rust
  - c) loss in weight, evaporation, taint, leakage or spillage, pollution or contamination, deterioration, electrical or mechanical breakdown or derangement
- delay, loss of market or direct or indirect consequential loss of any kind
- disappearance, shortage or unexplained or inventory shortage
- Damage to or caused by Dangerous Goods
- Damage to Stock or General Contents despatched on Free On Board terms
- Damage occurring outside the Territorial Limits
- the Excess as stated in the Schedule in respect of each and every loss

## SPECIFIED ALL RISKS SECTION

### Cover

The Specified All Risks Section covers loss or Damage to specified business equipment

### Principal Extensions

Cover can be extended to anywhere in the world

### Principal Exclusions

- Damage caused by
  - a) wear and tear, inherent defect, insects, vermin, rust or any other gradually operating cause
  - b) any process of cleaning, dyeing, repairing or restoring
  - c) overwinding or mechanical or electrical breakdown or failure
  - d) gradual deterioration or market depreciation
  - e) use contrary to manufacturers instructions
- loss from any unattended vehicle
- the Excess as stated in the Schedule in respect of each and every loss

## TERRORISM SECTION

### Cover

The Terrorism Section extends cover provided under the Property All Risks and Business Interruption Sections to include Damage occasioned by or happening through or in consequence of Terrorism

### Principal Exclusions

- War Risks
- Electronic Risks

## LEGAL EXPENSES SECTION

### Cover

The Legal Expenses Section provides cover for your legal costs and expenses for the following

- Employment Disputes, Compensation Awards and Restrictive Covenants – defending your legal rights in staffing matters
- Tax Protection – representation for tax investigations and compliance disputes
- Property – pursuing damage, nuisance or trespass claims
- Legal Defence – cover in the case of health and safety breaches and criminal investigations/prosecutions including motor-related prosecutions
- Compliance and Regulation – defending compliance for statutory notices and regulation issues
- Statutory Licence Appeals – an appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration
- Loss of Earnings – arising from an Employee's absence from work to attend court or whilst on jury service
- Employees' Extra Protection – defending individual Employees against allegations of unlawful discrimination
- Crisis Communication – damage control and reputation management if you face negative PR
- Contract and Debt Recovery – pursuing or defending your rights in disputes over the purchase or supply of goods and services or for debt recovery actions
- Legal/Tax Advice and Counselling Helplines

The Limit of Indemnity is £100,000 in respect of any one loss and £1,000,000 in the aggregate for Employment Compensation Awards during any one Period of Insurance

### Principal Exclusions

- Legal costs and expenses before acceptance of the claim by ARAG plc
- events happening before or existing at the start of this Section
- allegations against you involving assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation, the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration or money laundering offences
- defending a claim in respect of damages for Injury or loss or Damage to your property
- patents, copyright, passing-off trade or service marks, registered designs and confidential information
- disputes with any subsidiary, parent, associated or sister company or between shareholders or partners
- franchise or agency agreements
- judicial reviews
- the payment of fines, penalties or compensation awarded against you or costs awarded against you by a court of criminal jurisdiction

## GENERAL EXCLUSIONS

- War
- Radioactive Contamination
- Aircraft or Aerial Devices
- Punitive Damages
- Pollution or Contamination
- Change in Water Table Level
- Consequential Loss or Damage
- Electronic Risks
- Date Recognition
- Terrorism and Northern Ireland