

Summary of Cover

Contractors Combined Liability Policy

About Your Policy

This document provides a summary of the cover provided by the Contractors Combined Liability Policy. This summary is provided to you for information purposes only and does not form part of your insurance contract. It does not fully describe all of the terms and conditions of your policy. You will find the full terms and conditions of the contract in the policy document.

The Contractors Combined Liability policy has been designed to meet the demands and needs of businesses who wish to insure against some of the risks that may be encountered whilst running a contractors business. Covers available include property, liabilities and legal expenses.

You should read this Summary of Cover in conjunction with your Policy Schedule and Policy Wording.

Normally, you will have to pay a contribution towards the cost of any claim (this is known as the excess). These excesses will vary according to the covers you have selected and/or our assessment of your risk. Your Policy Schedule will show the specific excesses applicable to your cover.

Amongst other Exclusions as standard your policy excludes most Terrorism cover. Please refer to the full terms and conditions of your policy.

To ensure that this Policy continues to meet your needs you should review and update your cover periodically.

Correct values at risk must be advised to us. If the sums insured, you request are not adequate this may result in the amount that your insurers pay to you in the event of a claim being reduced.

Your cover will normally be valid for 12 months and will be renewable annually.

Cover will be granted on the understanding that you will cooperate with your insurers in any survey process and that you will comply with any requirement arising from any survey of your premises.

About Your Cover (Please refer to your policy document for full details of terms, conditions and exclusions) All covers are optional and only apply if shown as operative on the Policy Schedule

Features and Benefits	Significant Exclusions or Limitations
<p>Section A - Employers Liability If you have selected this option your needs are those of a business with Employees who wishes to meet their legal obligation to provide this cover</p> <p>Employers Liability £10m</p> <p>Cover is extended to provide cover in respect of:</p> <ul style="list-style-type: none"> • Additional persons insured • Corporate Manslaughter and Corporate Homicide Health & Safety • Payment for court attendance • Temporary Employees • Injury to Working Partners (Optional) 	<ul style="list-style-type: none"> • Liability for which compulsory motor insurance is required • Liability incurred whilst working Offshore • Punitive damages
<p>Sections B and C - Public Liability and Products Liability If you have selected this option your needs are those of a business that wishes to protect its liabilities arising from injury to third parties or damage to third party property</p> <p>Legal costs and expenses</p> <p>Cover is extended to provide cover in respect of:</p> <ul style="list-style-type: none"> • Damage to Leased or rented premises • Data Protection Regulations • Employee Personal Belongings • Consumer Protection Act 1987 and Food Safety Act 1990 • Health & Safety at Work Act 1974 	<ul style="list-style-type: none"> • The cost of remedying defects in products supplied • Injury or Damage to property caused by or in connection with anything knowingly sold or supplied into USA or Canada or Australia • Any liability arising out of advice, instruction, consultancy, design, formula, specification, inspection, certification or testing • Work in Hazardous Trades and Locations or Offshore • Terrorism • Liability arising from the use of heat away from your premises is limited to £1,000,000 any one claim
<p>Sections E and F - Contract Works, Own and Hired in Plant and Tools If you have selected this option your needs are those of a business that is responsible for the materials and works during the course of the contract and/or owns or hires in tools or plant and requires cover for that equipment against loss or damage.</p> <p>The following will automatically be included</p> <ul style="list-style-type: none"> • Architects, Surveyors, Legal and Consulting Engineers Fees • Debris Removal • European Community and Public Authorities • Free Issue Materials • Indemnity to Principals • Re-drawing Plans and Documents • Continuing Hire Charges up to £50,000 (when Hired in Plant insured) • Automatic Reinstatement of Sum Insured 	<ul style="list-style-type: none"> • Indirect loss or damage of any kind • Pollution or contamination other than of or to the property insured • Damage to any of the permanent works for which a certificate of completion has been issued or which has been handed over to your employers or principal or taken into use unless damage occurs during a maintenance period or during first 14 days of issue of completion certificate (only to extent you are responsible) • Damage to existing structures • Any fines or penalties • Loss due to official confiscation.
<p>Section G - Commercial Legal Expenses With access to Helplines automatically included if you have selected this option your needs are those of a business that requires protection against unexpected business events that might otherwise result in the incurring of legal expenses and require cover against those expenses</p> <p>Including:</p> <ul style="list-style-type: none"> • Employment Disputes & Employment Compensation Awards • Legal Defence • Contract Disputes • Property • Bodily Injury • Debt Recovery • Tax Protection 	<ul style="list-style-type: none"> • Personal Injury claims are excluded • Loss or damage to property is excluded • Total awards payable shall not exceed £1,000,000 in any one period of insurance • Motoring prosecutions are excluded • The amount in dispute must be more than £200.

Excesses

For details of the excesses applicable to your policy, please refer to the written quotation confirmation where we have provided you with a quotation or to your policy schedule if you have a live policy.

Your Insurers

Your insurers will be specified on your quotation schedule and your policy schedule.

Cancellation Procedures

To effect cancellation of your policy, you should contact the firm that arranged your insurance with us.

Cancellation by you during the cooling-off period

This insurance provides you with a cooling-off period to decide whether you wish to continue with this insurance. The cooling-off period is for 14 days from the date you receive your policy documentation.

If a period of less than 14 days has elapsed since you received your policy documentation, and you have not made a claim, you have the right to cancel the policy and receive a refund of the premium you have paid.

Cancellation by you – after the cooling-off period

You may cancel this policy by contacting the firm that arranged your insurance with us.

If you have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current period of insurance, you will receive a refund of premium from us equivalent to the unexpired period of cover on a pro rata basis.

Where you have made a claim and wish to cancel your policy you will not be entitled to a refund of premium.

If you are cancelling the policy and there has been a claim or incident likely to result in a claim in the current period of insurance the full annual premium must be paid by you. Cancellations will not be backdated.

Cancellation by us – during and after the cooling off period

We, or the administrator can cancel this policy where there is a valid reason for doing so by giving you 7 days' notice in writing setting out the reason for cancellation. This will be sent to the last address you notified to us.

Valid reasons include but are not limited to the following:

Cancellation by us – non-payment of premium

We, the administrator or the firm that arranged your insurance with us can cancel this policy by giving you 7 days' notice in writing to the last address you notified to us. If we receive payment by the date set out in the letter we will take no further action. There will be no refund of premium if our cancellation is the result of your failure to pay the full premium.

Cancellation by us – where we reasonably suspect fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires you to take reasonable care to provide complete and accurate answers to the questions we ask and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if our cancellation is the result of your dishonesty or where we reasonably suspect fraud by you.

Where our investigation provides evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out. We may also seek reimbursement of any claims monies paid by us since the fraud was committed.

Cancellation by us – for your non-compliance with policy terms and conditions

We, the administrator or the firm that arranged your insurance with us can cancel this policy by giving you 7 days' notice in writing to the last address you notified to us. There will be no refund of premium if our cancellation is the result of your failure to comply with the policy terms and conditions e.g. you fail to co-operate with us or provide us with information or documentation we, the administrator or claims service provider reasonably require, and this affects our ability to process a claim or defend our interests.

Cancellation by us – other reasons

Where cancellation is affected by us, the administrator or the firm that arranged your insurance with us any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Provided there have been no claims or incidents likely to result in a claim in the current period of insurance, we will refund the premium relating to any unused portion of cover within the current period of insurance on a pro-rata basis.

Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above you shall immediately return to us any effective Certificate(s) of Employers Liability Insurance.

Payment of Your Premium

Your administrator will advise you how you can pay your premium and will let you know if there are any fees or charges applicable.

Making a Claim

A full explanation of our claims procedures can be found in your policy booklet within the General terms and conditions – Making a Claim section and specific claims contact details will be stated on your Policy Schedule.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Please see the policy wording for details of how the information held by fraud prevention agencies may be used. For a copy of the policy wording, please contact the administrator.

Customer Complaints

This insurance is administered on behalf of your insurer by the administrator.

We hope that you are extremely happy with your Contractors Combined Liability insurance policy, but we do recognise that on occasions things can go wrong.

If your complaint is about the way your policy was sold to you, please contact the administrator who arranged your policy for you. Their address and telephone number are shown on your policy schedule.

Contacting Your Insurer

If you have a complaint about your insurer or a claim, please contact your insurer directly. Their contact details can also be found on your policy schedule.

Once your insurer has received your complaint they will:

- ▶ Send an acknowledgment of your complaint within 5 working days of receiving it and notify you of the name of the person managing your complaint;

and

- ▶ Respond in full to your complaint within 8 weeks. If this is not possible for any reason they will write to you to explain why they have not been able to settle the matter quickly. They will also let you know when they will contact you again.

If you are still dissatisfied

If you remain dissatisfied, and your insurer subscribes to the service, you may refer your complaint to the Financial Ombudsman Service (FOS);

- **Telephone** 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile
- **In writing to** Financial Ombudsman Service, Exchange Tower Harbour Exchange Square London E14 9SR
- **Website** www.fos.org.uk

The Financial Ombudsman Service (FOS) is available to :

- a Consumer (defined as natural persons acting for purposes outside of their trade, business or profession).
- a micro-enterprise.
- a small business with an annual turnover of less than £6.5 million (or its equivalent in another currency) and either:
 - a balance sheet total of less than £5 million (or its equivalent in another currency), or
 - fewer than 50 employees.
- a charity with an annual income of less than £6.5 million (or its equivalent in another currency).
- a trustee of a trust that has net asset value of less than £5 million (or its equivalent in another currency).
- a guarantor.

You can refer to the Financial Ombudsman Service if you are dissatisfied with your insurers final response or if they have not issued their final response within eight weeks from the time you first raised the complaint. They offer a free and independent service for resolving disputes about most financial matters and you have six months from the date of the final response letter to contact them. However, they will only consider your complaint once you have tried to resolve it with your insurer.

Following the complaints process does not affect your right to take legal action

Eaton Gate MGU Ltd are dedicated to resolving your complaint so if you have a complaint about Eaton Gate MGU Ltd or wish to discuss a complaint you have with your administrator or insurer, please contact the Eaton Gate MGU Ltd customer services team;

- **Telephone** 0333 234 1741
- **By e-mail** complaints@egmgu.co.uk
- **In writing to** Customer Services Manager, Eaton Gate MGU Ltd. 20 St Dunstan's Hill, London, EC3R 8HL

Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to this contract will be in English.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and regulated by the Financial Conduct Authority. You can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or You can phone them on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd is covered by the Financial Services Compensation Scheme (FSCS) This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS;

- **Telephone** 0800 678 1100 or 020 7741 4100
- **By e-mail** enquiries@fscs.org.uk
- **In writing to** Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

– **Website** www.fscs.org.uk

If you telephone FSCS then please have any relevant correspondence to hand.

About Eaton Gate MGU Ltd

Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Call Recording

CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSE