

# Construction Combined

## Policy summary

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Insurance plc Construction Combined policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document.

### Type of insurance and cover

Provides cover for the main insurance needs of a business. A combination of Material Damage, Business Interruption, Book Debts, Employers' Liability, Public and Products Liability, Money, Goods in Transit, and Specified Items 'All Risks' and Contractors' 'All Risks'.

The duration of this non-investment insurance contract is 12 months.

### Material Damage

This policy provides cover for a business's material property. Two basic levels of cover are available:

1. **'Defined perils'** – fire and additional perils of lightning, explosion, aircraft, theft, riot, malicious persons, earthquake, storm, flood, escape of water, impact by vehicles or animals.

Optional subsidence cover, sprinkler leakage, glass and terrorism.

2. **'All Risks'** – accidental loss, destruction or damage including all defined perils. Optional subsidence cover, sprinkler leakage, glass and terrorism.

### Business Interruption

Provides the business with financial compensation following an insured loss under the Material Damage cover and is designed to help the business return to a normal trading position as quickly as possible. Cover can be provided in conjunction with Material Damage or as part of our Combined policy.

Two basic levels of cover are available:

1. **'Defined perils'** – fire and additional perils of lightning, explosion, aircraft, theft, riot, malicious persons, earthquake, storm, flood, escape of water, impact by vehicles or animals.

Optional subsidence cover, sprinkler leakage, glass and terrorism.

2. **'All Risks'** – accidental loss, destruction or damage including all defined perils.

Optional subsidence cover, sprinkler leakage, glass and terrorism.

### Book Debts Cover (Optional extension to Business Interruption)

Cover is provided for outstanding debit balances, which cannot be collected as the records have been damaged or destroyed by an insured loss under the Material Damage cover.

### 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 and 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.

Cover can be taken with or without liability for products supplied.

## Money

This cover is provided for physical loss or damage of 'money' pertaining to the business, occurring within the UK.

## Goods in Transit

This provides cover for property whilst in transit within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland to the limits selected by the customer.

## Specified Items 'All Risks'

This policy provides cover for loss of or damage to items specified by the customer, cover can apply at specific premises only or within the territorial limits of the UK, EU or world-wide as requested.

## Contractors' 'All Risks'

Provides 'all risks' protection for materials usually referred to as 'contract works'. It can also cover owned and hired-in contractors' plant and employees' personal tools and effects.

The standard duration of this non-investment insurance contract is 12 months.

## Significant features and benefits

### Material Damage

- Architects', surveyors' and legal fees.
- Newly acquired items or alterations to existing items for up to 10% of the sum insured (maximum £500,000).
- Removal of debris including boarding-up. Buildings and Contents only. Stock debris removal optional.
- Contents (other than stock) temporarily removed for cleaning or repair up to 10% of the sum insured.
- Additional costs incurred due to European Community and Public Authority requirements. Includes undamaged portions up to a maximum 15%.
- Computer systems records not exceeding £10,000 for the cost of materials and clerical labour in reproducing records (where contents are covered).
- Temporary removal of documents and computer records up to 10% of the value of such property or the limit of liability under the definition of contents.
- The contract price in the event of damage occurring to goods sold but not delivered where stock is covered.
- Loss of customer's goods where stock is covered (and not insured elsewhere).
- Loss of metered water up to a maximum of £10,000.
- Trace and access up to a maximum of £10,000.
- Replacement locks following theft of keys up to £500.
- Landscape gardens up to a maximum of £10,000.
- Sums insured may be automatically index linked, providing protection against inflation.

- Sums insured may be automatically reinstated following a loss.
- Unauthorised use of metered electricity, gas or water up to a maximum of £10,000.
- Loss of rent whilst the buildings are unfit for occupation following damage.
- Completion of a proposal form is not required.

## Business Interruption

- Cover available on the basis of:
  - gross profit
  - revenue
  - fees
  - rent receivable
  - increased cost of working.
- Cover normally includes:
  - declaration linked to profit, revenue or rent basis
  - professional accountants' charges
  - automatic reinstatement of loss
  - increased cost of working (where gross profit, revenue or fees are selected)
  - full payroll for gross profit and revenue.
- Extensions to the standard cover are available upon request, including public utilities denial of access and to include suppliers and customers.
- Completion of a proposal form is not required.

## Employers' Liability

- Standard cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million (restricted to £5 million in respect of terrorism).
- Indemnity limits of up to £25 million available upon request.
- Covers employees temporarily working overseas.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to principal.
- Covers private work carried out for directors or executives.
- Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974, provided we have a financial interest in the outcome of those criminal charges in respect of an attending or anticipated civil liability claim.
- A renewal bonus of up to 20% of the premium for eligible customers with a premium between £25,000 and £500,000, if the loss ratio is below 55%.
- Full protection against legal action world-wide.
- The policy cover is provided without any conditions.
- Completion of a proposal form is not required.

## Public and Products Liability

- Cover applies world-wide (excluding products exported to USA/Canada).
- Contractual liability for both Public and Products Liability.
- Indemnity limit of up to £5 million is available.
- Cover includes liabilities incurred in connection with:
  - Defective Premises Act 1972
  - Data Protection Act 1984
- Cover includes legal costs and expenses incurred in the defence of criminal charges brought under the:
  - Health & Safety at Work Act 1974
  - Food Safety Act 1990
  - Consumer Protection Act 1987
  - Corporate Manslaughter and Corporate Homicide Act 2007.

Provided we have a financial interest in the outcome of these criminal charges in the form of an attending or anticipated civil liability claim.

- Indemnity for directors, employees and principals is included.
- Personal liability overseas applies.
- Compensation and claimants' costs against libel and slander by in-house and trade publications is automatic.
- Includes cover for cross liabilities.
- Contingent motor liability cover applies.
- Includes court attendance costs of:
  - any director or partner (£250 per day limit)
  - any employee (£100 per day limit).
- Completion of a proposal form is not required.

## Money

- Loss of negotiable money, eg. cash, postal orders.
- Loss in transit by person or registered post (unregistered post limited to £25 per packet).
- Loss from premises during business hours.
- Loss from a bank night safe.
- Whilst in a locked safe to an agreed limit.
- At home – £500 limit.
- Loss from the business premises when unattended.
- Unattended road vehicles – £100 limit.
- Gaming machines – £250 limit.
- Loss of non-negotiable money, eg. crossed cheques – £250,000 standard and higher limits available.
- Loss of 'money' by the dishonest acts of employees – provided the loss is discovered within 14 days.
- Damage to safes, strong-rooms, franking machines caused by theft or attempted theft.

- Malicious attack benefits for any person during a theft or attempted theft of 'money':
  - death or loss of one or more limbs or permanent total disablement up to £10,000
  - temporary total disablement up to £100 per week
  - damage to personal effects up to £250.
- Completion of a proposal form is not required.

## Goods in Transit

- Transit by hauliers or own vehicles, parcel post or rail (including loading and unloading).
- Cover for tarpaulin, sheets and ropes whilst carried on own vehicles.
- Personal effects up to £250.
- Expenses incurred in:
  - transferring goods to another vehicle due to fire, collision or overturning of the original vehicle
  - reloading of goods that have fallen off the vehicle
  - removal of debris and site clearance.
- Cover on sea crossings by 'roll-on, roll-off' vehicle ferries.
- Cover whilst temporarily housed in the course of carriage.
- Completion of a proposal form is not required.

## Specified Items 'All Risks'

- Flexibility – we accept a selection of items, (excluding stock) territorial limits and excess levels.
- Completion of a proposal form is not required.

## Contractors' 'All Risks'

- 'All Risks' cover for contract works on site up to handover and 14 days thereafter where required by contract.
- Transit to or from the contract site (other than by sea or air).
- Up to 12 months restricted cover following handover during the maintenance or defects liability period where required by contract.
- 'Free issue materials' for which the Insured is contractually responsible.
- Contract works stored away from contract site.
- Completed properties awaiting sale for up to three months after completion.
- Indemnity to principal where required by contract conditions.
- Waiver of subrogation against sub-contractors where required by JCT contract conditions.
- Expediting expenses.
- Debris removal.

- Professional fees.
- Cost of clerical labour and materials for redrawing plans.
- Completion of a proposal form is not required.

#### **Optional covers available**

- Owned contractors' plant at any location in the UK.
- Insured legal liability under hiring conditions for hired-in plant.
- Employees' personal tools and effects whilst on contract site.

#### **Significant and unusual exclusions or limitations**

##### **Exclusions for Material Damage – 'Defined perils'**

- Excess as stated in the policy schedule.
- Damage caused by faulty or defective design or workmanship.
- Damage caused by wear and tear, fraud or dishonesty.
- Cover for the theft unless by violent and forcible entry or exit.
- Theft cover for property in the open.
- Storm and flood cover for movable property in the open, fences and gates.
- Damage to movable property in the open caused by storm or flood.
- Damage to property whilst in transit.
- Subsidence caused by the usual settlement or bedding down of structures or movement of made-up ground and damage to the land.
- Loss following accidental or malicious erasure or distortion of information on computer systems.
- Unoccupancy conditions.
- Damage from terrorism.
- E Risk.

##### **Exclusions for Material Damage – 'All Risks'**

'All Risks' is a policy with a number of exclusions, to see a full list of exclusions applicable to this policy please refer to Exclusions – applicable to Sections A B1 & B2 of the policy document.

- Condition of Average.
- Excess as stated in the policy schedule.
- E Risk.
- Indemnity period as defined in the contract.

##### **Exclusions for Business Interruption – 'Defined perils'**

- Excess as stated in the policy schedule.
- Damage caused by faulty or defective design or workmanship.
- Damage caused by wear and tear, fraud or dishonesty.
- Cover for the theft unless by violent and forcible entry or exit.

- Storm and flood cover for movable property in the open, fences and gates.
- Damage to movable property in the open caused by storm or flood.
- Damage to property whilst in transit.
- Subsidence caused by the usual settlement or bedding down of structures or movement of made-up ground and damage to the land.
- Any loss caused by the deliberate withdrawal of the supply of water, gas, electricity, fuel or telephone system.
- Loss following accidental or malicious erasure or distortion of information on computer systems.
- Unoccupancy conditions.
- Damage from terrorism.
- E Risk.

##### **Exclusions for Business Interruption – 'All Risks'**

All Risks is a policy with a number of exclusions, to see a full list of exclusions applicable to this policy please refer to Exclusions – applicable to Sections A B1 & B2 of the policy document.

- Condition of Average.
- Excess as stated in the policy schedule.
- E Risk.
- Indemnity period as defined in the contract.

##### **Exclusions for Employers' Liability**

- Cover for any employee 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 for any offshore installation.

##### **Exclusions for Public and Products Liability**

- Damage to that part of any property where it's the direct result of work carried out by the Insured.
- 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 not have been responsible for in the absence of such agreement.
- The first £250 of any claim for third party property damage.
- Product recall, replacement or guarantee.
- Products sold or supplied:
  - to USA or Canada unless specifically agreed
  - for use in aircraft or spacecraft.

- Liability for liquidated damages, fines or penalties which applies solely because of a contract.
- Professional Indemnity.
- Fines or penalties.
- Punitive damages awarded by a Court of Law outside of the UK.

### Exclusions for Money

- Losses in excess of:
  - £100 from any unattended vehicle
  - £250 from any amusement or vending machine.
- Loss, destruction or damage caused by or due to:
  - clerical or accounting errors
  - dishonest acts of any employee not discovered within 14 days of occurrence.

### Exclusions for Goods in Transit

- Depreciation, delay, wear and tear, consequential loss, defective packaging, vermin, contamination, breakdown of refrigeration.
- Loss by theft or attempted theft (unless the vehicle or trailer is stolen at the same time) or storm damage to:
  - open sided or curtain sided vehicles
  - soft topped or open topped vehicles.
- The carriage of explosives or other dangerous goods.
- The carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, radios, television sets, video recorders, tape recorders and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities or computers, unless agreed specifically with ourselves.
- Loss following a breach of any agreed security provisions.
- An excess will normally apply.

### Exclusions for Specified Items 'All Risks'

- Damage arising from wear and tear.
- Depreciation, electrical or mechanical breakdown.
- Damage arising from any act of dishonesty committed by an employee or servant of the Insured.
- Breakage of fragile items unless caused by accident to the vessel or conveyance in which such property is being carried.
- Loss or damage to deeds, bonds, contracts or other documents, business books, computer records or money.
- Loss of any liquid by leakage.
- Confiscation, destruction or detention by Customs or other authorities.
- Damage by terrorism.

### Exclusions for Specified Items

#### Contractors' 'All Risks'

- Structures which existed on-site before the start of the contract works unless agreed otherwise.
- Property defective in material or workmanship design, plan or specification and subsequent damage caused whilst enabling repair.
- Occupation of the contract works before completion other than as dwellings or offices.
- Theft of unfixed non-ferrous metals of any description unless at the time of the theft either:
  - an authorised employee or agent of the Insured is actually on site
  - such property is contained in a securely locked hut or building.
- Normal wear and tear.
- Any loss or damage which occurs when two or more items of lifting plant share a single load.
- Motor vehicles where not primarily a tool of trade.
- The excess (minimum available £500 except employees' tools £50).
- Damage by terrorism.

#### Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

#### Cancellation rights

This policy does not entitle you to a cooling-off period.

#### Claims



To make a claim online visit:  
[www.zurich.co.uk/business/claims](http://www.zurich.co.uk/business/claims)



Call us on: **0800 302 9055**



## Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

### The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

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UK Branch registered in England and Wales Registration No. BR7985.

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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