


Policy Summary

Contractors



Arranged by

premierline direct
THE BUSINESS insurance SPECIALISTS

A company of Allianz 

Policy Summary

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is the Contractors Policy?

The Contractors Policy is designed for small businesses, operating in a wide range of contracting trades and professions covering a range of risks – all in one simple policy. It is underwritten by:

Allianz Insurance plc – Sections 1-5

DAS Legal Expenses Insurance Co. Ltd – Section 6

Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day period and receive a return of any premium paid, less an administration charge and an amount representing the cover you have received to date.

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact:

Section 6 of the Policy – Commercial Legal Expenses

Customer Relations Department,

**DAS Legal Expenses Insurance Company Ltd, DAS House,
Quay Side, Temple Back, Bristol BS1 6NH.**

All other sections of the Policy:

Customer Satisfaction Manager,

**Allianz Insurance plc, 57 Ladymead, Guildford,
Surrey GU1 1DB.**

Any aspect relating to the sale of the Policy or Premierline service:

Customer Services Controller,

Premierline Direct, PO Box 640, Lancaster LA1 5XH.

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure will be found in your policy documentation.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Would I receive compensation if the Insurer was unable to meet its liabilities?

In the event that Allianz or DAS Legal Expenses Insurance Company Ltd is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. Full details are shown in the policy wording a copy of which is available on request.

Policy Duration

This policy has a 12 month period of insurance (unless shown differently on your policy schedule) and is annually renewable.

Mandatory Covers - Section 1 and, if you have Employees, Section 2 Optional Covers - all other Sections

Public and Employers Liability – Policy Sections 1 and 2

Significant Features and Benefits

Public Liability – covers your legal liability in connection with your business to members of the public for accidental injury or accidental damage to material property. Limits of indemnity available £1m, £2m or £5m

Principal/Employer Extension – cover extends to include the legal liabilities of anyone you are carrying out work for under a contract in respect of that work

Health and Safety at Work Legal Defence costs – provides legal and other costs incurred in defending prosecutions

Contingent Motor Liability – covers you against liability for motor vehicles not owned or provided by you in connection with the business

Court Attendance Compensation – covers court attendance as a witness by any partner, director or employee in connection with a claim. Compensation limits are:

- £250 for each day's attendance for partners and directors
- £150 for each day's attendance for an employee

Employers' Liability –

if cover is in force

Covers your legal liability to your employees for death or injury in the course of their employment with you up to £10 million any one claim

Significant Exclusions or Limitations

- injury to any employee: under the Public Liability section
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss of or damage to goods sold, supplied, delivered, installed or erected
- the cost of recalling or refunding a defective product or rectifying faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle and attached trailer (other than the operation of mechanical plant as a tool) or any water craft, aircraft or spacecraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- loss or damage to contract works undertaken under a contract or under JCT Clause 21.2.1
- loss or damage due to pollution or contamination unless caused by a sudden and unintended incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- injury to any employee where motor insurance is required by law to be in force
- manual work undertaken outside of the EU in respect of Public Liability
- work on an offshore installation or travelling to or from
- property damage excess of £250

Conditions

Fire Precautions

When using heat equipment or angle grinders, cover is subject to you, your employees or any sub contractors complying with this condition which has specific requirements for safe working and additional precautions that must be taken to prevent fire. If you fail to comply your policy may not operate.

Underground Services Risk Management

When carrying out any digging or excavation work, cover is subject to you, your employees or any sub contractors complying with this condition which has specific actions that must be taken to prevent damage to underground services. If you fail to comply your policy may not operate.

Temporary Employees – Policy Sections 1 and 2

Significant Features and Benefits

Cover for Public Liability and Employers Liability for up to 3 temporary employees

Public Liability limit of indemnity reflective of the main cover.
Employers Liability limit of indemnity £10m

Note – cover not available for some trades.

Significant Exclusions or Limitations

- cover only applies if you employ at least one permanent member of staff
- property damage excess of £250

Tools – Policy Section 3

Significant Features and Benefits

Covers loss of or damage to hand tools, hand held portable power tools and parts, portable computers, surveying, measuring and monitoring equipment and mobile telephones and pagers, for sums insured of £1,000, £1,500 or £2,000 per person with a single article limit of £300.

(Note this cover is not applicable if the Contract Works option is selected.)

Significant Exclusions or Limitations

- theft of or damage to tools:
 - by you or any partner director family member or anyone employed by you
 - left unattended unless stored in a securely locked building
 - from any unattended vehicle unless the vehicle has all points of access closed and secured by all the locks and other protections fitted, all the keys are removed and between the hours of 9.00 pm and 6.00 am the vehicle is kept in a securely locked building.
- loss due to unexplained disappearance or inventory shortage
- wear and tear, depreciation, electrical or mechanical breakdown, failure or breakages
- loss or damage to any mechanically propelled vehicle or waterborne vessel or craft
- loss or damage outside of the UK
- £100 excess
- any consequential loss

Contract Works – Policy Section 4

Significant Features and Benefits

Covers loss or damage to

- contract works – up to the contract price limit
- own plant and tools, temporary buildings
- plant, tools and temporary buildings hired by you
- employees tools and personal effects

Sums insured and limits are fixed, dependent on the band selected

Inflation Protection – up to an amount not exceeding 10% of the sum insured

Removal of Debris – the cost of removal of debris up to 10% of the sum insured

Employer's Interest – the interest of any Employer for whom you are carrying out a contract

Professional Fees – the maximum contract price includes architects, surveyors, consulting engineers and other fees

Property Stored – covers site materials temporarily stored within the UK

Property in Transit – covers the property insured whilst in transit

Negligent Breakdown of hired plant up to £5,000 any one item, subject to a £250 excess. Also covers continuing hire charges following loss or damage up to £10,000 any one loss

Property Awaiting Sale – private dwellings built but unsold are covered for a period of 90 days after completion for up to £100,000 any one claim subject to a £500 excess and subject to security requirements for all showhomes when closed for business

Significant Exclusions or Limitations

- loss or damage to any mechanically propelled vehicle (other than the operation of mechanical plant as a tool) or any aircraft, locomotive, water craft
- loss or damage to property forming part of any structure which existed prior to the start of the contract works or property more specifically insured
- property for which you have no responsibility under contract conditions
- defects in design, plan, specification, materials or workmanship
- loss or damage due to mechanical or electrical breakdown or derangement, wear, tear or other deterioration, unexplained disappearance or inventory shortage, trees, shrubs and plants caused by frost or the failure to germinate
- computer equipment in excess of £2,500
- loss or damage caused by pollution or contamination
- loss or damage attributable to changes in water table level
- penalties, financial or consequential loss due to delay or failure to perform any work or contract
- loss or damage arising out of use or occupation of the contract works by any owner, occupant or tenant
- loss or damage outside the UK
- excesses as follows
 - employees tools £100
 - theft/malicious damage £500
 - all other losses £250
- money
- theft of or damage to tools:
 - by you or any other partner, director, family member or anyone employed by you
 - left unattended unless stored in a securely locked building
 - 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 9.00pm and 6.00am the vehicle is kept in a securely locked building.

Personal Accident – Policy Section 5

Significant Features and Benefits

Covers you or your partners or working directors against accidents occurring at work

Sum insured per person.

- Permanent total disablement – £5,000
- Temporary total disablement – £200 per week

Weekly compensation is payable for up to 104 weeks

Significant Exclusions or Limitations

- caused by or due to an existing physical or mental condition
- motor cycling, winter sports (other than curling or skating) mountaineering or rock climbing (using ropes or guides), pot-holing, caving, any underwater activities using breathing apparatus, combat sports, hunting, riding or driving in any race
- aviation other than as a fare paying passenger
- due to suicide, intentional self injury, insanity or the influence of alcohol or drugs, pregnancy or childbirth, sexually transmitted diseases, HIV including AIDS
- loss or diminishment of hearing capacity
- work on an offshore installation or travelling to or from
- weekly compensation for the first two weeks of temporary disablement
- see policy wording for event and aircraft accumulation limits

Condition – Age Limitation

The cover will terminate at the end of the insurance period during which the age of 65 is attained.

Commercial Legal Expenses – Policy Section 6

Significant Features and Benefits

Covers legal costs up to £60,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. Also covers the costs of appealing or defending an appeal.

Significant Exclusions or Limitations

Employment Disputes & Employment Compensation Awards

If your company faces an employment dispute, court or tribunal proceedings from a past, present or prospective employee DAS will pay legal costs incurred in defending your position. Should your company face the risk of losing a case and being ordered to pay awards of compensation at a tribunal, DAS will cover the company against costs.

Personal Injury.
Loss/Damage to property.
In respect of compensation awards, the advice of DAS must be sought and followed.
Total awards payable shall not exceed £1,000,000 in any one period of insurance.

Legal Defence

DAS will pay the cost incurred in defending an insured person if:

- It is alleged that a criminal offence has been committed; or
- A criminal prosecution is brought; or
- Civil action for compensation under section 13 of Data Protection Act 1998 arises, including any resulting compensation award; or
- A civil action is brought against your company for wrongful arrest in respect of an accusation of theft; or
- A civil action is taken against the trustee of a pension fund set up for the benefit of the company's employees.

This cover also extends to appeals against the refusal of the Data Protection Commissioner to register the company's application for registration.

Prosecutions for motoring offences.

Contract disputes

DAS will pay legal costs to negotiate your legal rights in a contractual dispute arising from an agreement or alleged agreement for the purchase or hire or sale or provision of goods or services.

The amount in dispute must be more than £250.
Contracts involving a motor vehicle are excluded.
Disputes arising from a loan, mortgage, pension or investment are excluded.
Letting and tenancy agreements are excluded.

Commercial Legal Expenses – Policy Section 6

Property Protection	Significant Exclusions or Limitations
<p>DAS will pay legal costs to negotiate on behalf of your company for their legal rights:</p> <ul style="list-style-type: none"> • Following any event causing actual or potential damage; • Following nuisance and trespass; • Relating to material property which is owned by your company or any for which the company is legally responsible. 	<p>Contracts entered into by you. Goods in transit, lent or hired out by you. Goods not at your premises unless you are using them. Damage to, or caused by, motor vehicles unless your business is selling them.</p>
Bodily Injury	
<p>At your company's request this cover will pay for the negotiation of an injured person's legal rights following an event which causes the death of, or bodily injury to, an insured person.</p>	<p>Incidents where a specific or sudden accident is not the cause. Any injury caused by a motor vehicle.</p>
Tax Protection	
<p>This cover will pay the cost of negotiating for your company's rights or representation in appeal proceedings if any of the following tax problems arise:</p> <ul style="list-style-type: none"> • A Full or Aspect or Tax Intervention Enquiry. • A dispute arising from a review of your compliance with Pay As You Earn or Social Security Regulations. • An assessment in respect of Value Added Tax. 	<p>Tax avoidance schemes. A £2000 limit and £200 excess applies for each Aspect or Tax Intervention Enquiry.</p>

Policy Exclusions (policy pages 8-9)

- War and similar risks
- Radioactive contamination
- Riot and civil commotion in Northern Ireland
- Computer hardware or software damaged by programming or operator error, virus or similar mechanism, hacking or malicious persons
- Failure of computers or other equipment to correctly recognise any date.
- work at specific locations: motorways, railways, bridges, tunnels, airports, harbours, docks, reservoirs, oil refineries, power stations, mines, collieries, blast furnaces, gas works, bulk oil petrol or chemical storage facilities or on ships, aircraft, towers, steeples or chimney shafts
- hazardous work:
 - demolition work (other than as specified in the policy), quarrying, blasting or diving operations, water diversion, work involving dams, excavations exceeding a depth of 2 metres from the surface, the construction of public roads or main sewers
 - use of explosives, tunnelling or piling work, under pinning, deliberate de-watering of the site, welding or flame cutting
- Terrorism except for
 - Employers Liability where cover is limited to £5M
 - Public and Products Liability where a limit of £5M will apply unless a lower Limit of Indemnity is shown in the policy schedule
 - Personal Accident cover will only exclude Terrorism due to nuclear, chemical or biological contamination.

Notifying a Claim

For all Policy Sections other than Commercial Legal Expenses

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify the Claims Lines detailed below
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage

Claims Line for all Policy Sections other than Commercial Legal Expenses

Office hours – 0844 871 0940

Out of hours – 0870 606 1234

To Make a Claim (Policy Sections 1-5)

Phone the Claims Line immediately if you think you may have a claim with as much information as possible and we will tell you what to do next. We may forward to you a claim form for you to complete and sign. This should be returned to Allianz Insurance.

Please also see General Conditions 3 – Claims, which details your obligations and Allianz rights in the event of a claim.

Glass Replacement Service

Phone the Claims Line if you have glass broken in windows, doors, display units or partitions and the Insurer will provide glass replacement assistance.

Emergency Assistance

Allianz out of hours emergency helpline service provides help when it is most needed, no matter what the damage or where or how inconvenient the time. If your property is damaged for example by storm or flood or during a break-in, details of the problem will be taken and, if necessary, details of a contractor from Allianz repair network who will be able to help will be provided.

Policy Section 6 - Commercial Legal Expenses

Legal Expenses Claims Line (Policy Section 6)

Telephone 0845 330 1180 – this is a 24 hour line.

If you think you may have a claim under Section 6 – Commercial Legal Expenses, phone the Commercial Legal Expenses Claims Line and they will tell you what to do next.

A claim form will be sent to you for completion, if required, and this should be returned to DAS Legal Expenses Insurance Company Limited at the address shown at the end of Section 6.

Please also observe the Claims Procedures detailed at the end of Section 6.

Telephone helpline: 0845 330 1800

www.premierlinedirect.co.uk

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