

# Policy Overview

## Contractors Combined Liability

# Contractors Combined Liability Insurance

## Insurance Product Information Document

This insurance is provided by Convex Insurance UK Limited. Convex Insurance UK Limited is a company registered in England & Wales with registration number 11796392. Registered address at 52 Lime Street, London, EC3M 7AF United Kingdom. Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document entitled Contractors Combined Liability Policy". All capitalised defined terms in this document shall have the same meaning as in the policy documentation unless stated otherwise.

### What is this type of insurance?

This is a Contractors Combined Liability Insurance Policy covering Employers', Public, Product and Pollution Liability, and Contractors All Risks (whichever sections are noted as "Operative" in the Schedule).



#### What is insured?

Each of the perils below is insured to the value of the agreed sum or limit listed in the Schedule:

- ✓ Liability to pay Damages and Defence Costs in respect of Bodily Injury sustained by an Employee within the United Kingdom arising from or in your course of employment or participation of a contract with you, the primary purpose of which is the provision of labour only (Employers' Liability Operative Cover).
- ✓ Bodily Injury sustained by your non-manual employees during temporary visits abroad if such Employees are ordinary residents in the United Kingdom (Employers' Liability Operative Cover).
- ✓ Liability to pay Damages and Defence Costs in respect of accidental Bodily Injury and Property Damage occurring with the Territorial Limits if these arise from your Business (Public Liability Operative Cover).
- ✓ Under the Public Liability Operative Cover, liability to pay compensation for claims made against you under applicable data protection legislation as a result of Bodily Injury and/or Property Damage.
- ✓ Liability to pay Damages and Defence Costs in respect of accidental Bodily Injury and Property Damage if these arise from your Products within the Territorial Limits and Covered Jurisdictions (Product Liability Operative Cover).
- ✓ Liability to pay Damages and Defence Costs in respect of accidental Bodily Injury and Property Damage if these arise from Pollution in connection with your Business (Pollution Liability Operative Cover).



#### What is NOT insured?

- ✗ Motor insurance compulsory cover.
- ✗ Advice, design and other work provided for a fee (Public, Product and Pollution Liability Operative Cover).
- ✗ Products intended for incorporation or use into aircrafts, motor vehicles or marine equipment or vessels (Product Liability Operative Cover).
- ✗ Damage to land or water within or below the boundaries of land or premises you own or lease (Pollution Liability Operative Cover).
- ✗ Liability arising out of maltreatment of a person (except under the Employers' Liability Operative Cover).
- ✗ Liability or losses from asbestos (except under the Employers' Liability Operative Cover).
- ✗ Liability or losses from Cyber (except under the Employers' Liability Operative Cover or Additional Cover under Public Liability Operative Cover for Data Protection).
- ✗ Damage or loss of data.
- ✗ Liability or losses for data protection breaches (except under Additional Cover for Employers' Liability Operative Cover and Public Liability Operative Cover).
- ✗ Deliberate failure to prevent Bodily Injury or Property Damage.
- ✗ Liquidated damages or similar penalty clauses.



## What is insured?

- ✓ Liability under the Public and Pollution Liability Operative Cover in respect of work carried out on behalf of principals or directors by Employees engaged in their private capacity.
- ✓ Loss or damage to tangible property which is being used or is intended for use in connection with contracts works (Contractors All Risks Operative Cover).
- ✓ Property Insured under the Contractors All Risks Operative Cover consists of the Contract Works; the contractors' Plant, Tools and other Equipment and Employees' Effects.
- ✓ Fees of professionals (such as architects, surveyors and consulting engineers) assisting with the reinstatement of the Property Insured under Contractors All Risks Operative Cover.
- ✓ Costs and expenses necessary to remove debris or dismantle, demolish, propping, clearance of drains and sewers following loss or damage to Property Insured.
- ✓ Defence Costs in cases of an alleged offence by you under the English Health & Safety at Work Act 1974 (or legislation of similar effect) (there is no cover for fines, penalties or proceedings due to deliberate act or omission), Coroner's Inquest or Fatal Accident inquiry.



## What is NOT insured?

- ✗ Liability or losses from nuclear radiations or contamination.
- ✗ Liability or losses from any Communicable disease (except under the Employers' Liability Operative cover)
- ✗ Liability or losses from war.
- ✗ Liability or losses from acts of terrorism (this exclusion does not apply to the Employers' Liability Operative Cover).
- ✗ Additional costs due to defects of workmanship, design, plan or specification (Contractors All Risks Operative Cover only).



## Are there any restrictions on cover?

- ! Endorsements may apply to your Policy. These will be shown in your Schedule.
- ! Excess Clause applies as stated in the Policy.
- ! Limits of Liability applies as stated in the Schedule.



## Where am I covered?

- ✓ In the United Kingdom as described in the Territorial Limits as listed in the Policy.



## What are my obligations?

**Some key obligations are outlined below but for a full list please read the Policy document.**

- You must tell us as soon as practicably possible if you become aware of changes in the information you have provided to us which happens before Policy Period.
- You have duty to make a fair presentation of the risk to us prior to entering into the Policy and prior to the agreement of any variation to the Policy. A fair presentation is one that includes all material information, presented in a manner that is clear and accessible, and in compliance with the Insurance Act 2015. Failure to make a fair presentation of the risk will give us a range of remedies as set out in the Insurance Act 2015.



## What are my obligations?

- When we are notified of a change, we will tell you if this affects your Policy. For example, we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the "Alterations in Risk" section of the Policy. If you do not inform us about a change, it may affect any claim you make or could result in your insurance being invalid.
- You must pay the Premium in accordance with the terms of the Policy and you must comply with the General Terms and Conditions of the Policy.
- If you receive a Claim or in case of any incident that may give rise to a Claim, you must follow the Claims Procedure and this includes: (a) notifying us as soon as reasonably practicable and in any event, within thirty (30) days of you receiving the Claim or being aware of the incident; (b) retaining and providing us with all information and documentation as we may require immediately when you receive them and otherwise cooperate with us or our appointed agents; (c) making no admissions of liability; and (d) taking action to minimise the loss.
- You must cooperate and give us or our agent information as we may require.
- You must retain all documentation relevant to a claim or incident at all times.
- You must keep accurate records on Premium calculated on any estimates used by you and shall at all times allow us to inspect such records.
- You must take reasonable precautions to prevent loss or damage and to comply with all obligations and regulations imposed by any authority.

**Failure to meet your obligations (including the obligation to make a fair presentation of the risk) could result in a claim being rejected, a reduction in the amount that we pay or cancellation of your Policy.**



## When and how do I pay?

For full details of when and how to pay, you should contact your broker.



## When does cover start and end?

The dates of cover are specified in your Schedule.



## How do I cancel the contract?

You can cancel by giving us thirty (30) days' notice in writing, in which case you may be entitled to a pro-rata return of premium (calculated at a proportional daily rate), unless there is a claim or potential claim under the contract.

Underwritten and arranged by



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