

Tower Insurance

[Contractors]

Policy Summary



Tower Insurance Company Limited. Registered in the Isle of Man No. 521
Registered Office Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF
Authorised & Regulated by the Isle of Man Government Insurance & Pensions Authority.
Covered by the Isle of Man Financial Service Ombudsman scheme.
Tower Insurance Company Limited is a member of the Royal & SunAlliance Insurance Group of companies



[Contractors Policy Summary]

Your Contractors Policy is an annual contract which may be renewed each year subject to your needs and our terms & conditions. Cover may also be given to specific projects (in which case cover will not be available for Employers' Liability).

This policy provides cover in respect of Construction Works & protection is also available for either Employers' Liability and/or Public & Products Liability risks.

The Contact Works section of your policy provides an indemnity against physical loss, destruction or damage to construction works during the course of construction.

Optional sections are also available in respect of:

- [] *Temporary Buildings.*
- [] *Constructional Plant.*
- [] *Tools and Equipment.*
- [] *Hired-in Property.*
- [] *Employees' Tools and Effects.*

The Employers' Liability section of your policy provides protection against your legal liability for damages and legal costs arising from:

- [] *Injury to any person employed caused during the period of insurance and arising out of, and in the course of, employment in your business.*

The Public & Products Liability section provides indemnity for your legal liability for damages, including claimant legal costs, arising out of:

- [] *Accidental injury to any person (excluding persons employed).*
- [] *Accidental loss of, or damage to, third party property.*
- [] *Nuisance and trespass (excluding deliberate acts).*

All of which must occur during the period of insurance and in connection with your business.

The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations. For full policy details and our full terms & conditions please read your Policy Wording, a copy of which will be provided on completion of your contract, or at any time on request.



Table 1 Standard Features & Benefits

The following will automatically be included in your policy, according to the cover you have selected:

Features & Benefits	Significant Exclusions or Limitations
<p>Standard Covers:</p> <p><input type="checkbox"/> In the event of an insured loss you will be covered for the value of the destroyed property, or the cost of repair, or at the insurer's option, reinstatement or replacement, from any cause not excluded by your policy.</p> <p>Cover may be extended to include:</p> <p><input type="checkbox"/> Temporary buildings (including fixtures and fittings).</p> <p><input type="checkbox"/> Constructional plant tools and equipment.</p> <p><input type="checkbox"/> Employees' tools and effects while on the site of the contract.</p> <p><input type="checkbox"/> Maintenance – includes damage to the permanent works that occur during any maintenance or defects liability period, not exceeding 12 months duration.</p> <p><input type="checkbox"/> Offsite Storage – the cover provided is extended to include damage that occurs while such property is temporarily held in store away from the site of the contract.</p> <p><input type="checkbox"/> Cover for damage to hired-in property – in the event of an insured loss, you are covered for the value of the property destroyed and any continuing hiring charges.</p> <p>Cover for the above is limited to Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>	<p>The Policy does not cover:</p> <p><input type="checkbox"/> Damage which you are not responsible for under contract.</p> <p><input type="checkbox"/> Damage to:</p> <ul style="list-style-type: none"> - bonds, bills and cash notes. - any craft intended to be water-borne or air-borne. - mechanically propelled vehicles for which a Motor Insurance Certificate is required under the Road Traffic Act. - existing property. - the permanent works, or any part thereof, if a certificate of completion has been issued, or it has been completed, or it has been handed over, or it has been taken into use, or any part of a Speculative Development that has been substantially completed. <p><input type="checkbox"/> The cost of:</p> <ul style="list-style-type: none"> - repairing, replacing or rectifying property that is defective. - normal upkeep. - normal 'making good'. <p><input type="checkbox"/> Penalties for non-completion.</p> <p><input type="checkbox"/> Defective design.</p> <p><input type="checkbox"/> Damage to existing structures.</p> <p><input type="checkbox"/> Mechanical breakdown of plant.</p> <p><input type="checkbox"/> Losses from unidentifiable events.</p> <p><input type="checkbox"/> Terrorism (although this is available as a separate section of cover).</p> <p><input type="checkbox"/> War.</p> <p><input type="checkbox"/> Damage resulting from pressure waves.</p> <p><input type="checkbox"/> Damage to Nuclear Material.</p>

Table 2 Optional Covers

The following will automatically be included in your policy, according to the cover you have selected:

Features & Benefits	Significant Exclusions or Limitations
Employers' Liability Insurance The following will automatically be included:	
<p>Standard Covers:</p> <ul style="list-style-type: none">[] Injury to any employee caused during the period of insurance. Injury is defined as: 'bodily injury, death, disease or illness'.[] Covers Employees temporarily working overseas.[] Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978, where there has been no actual injury, is covered under a separate section of the policy (Limit of Indemnity £250,000 any one period of insurance).	<ul style="list-style-type: none">[] Limit of Indemnity: £10,000,000 for any one event (restricted to £5,000,000 in respect of terrorism). Higher Indemnity Limits may be available in some circumstances on request.[] The policy will usually include the claimant's costs and expenses within the Limit of Indemnity.[] Indemnity does not apply for:<ul style="list-style-type: none">- nuclear risks where liability is that of a principal or accepted under contract.- injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Union.[] Offshore risks.

Features & Benefits

Significant Exclusions or Limitations

Public and Products Liability Insurance

The following will automatically be included:

Standard Covers:

- [] **Public Liability:** Accidental injury to members of the public or accidental damage to their property.
- [] **Products Liability:** Accidental injury or accidental damage to property resulting from products supplied.
- [] Wrongful arrest or false imprisonment of a member of the public.
- [] Contingent Motor Liability.
- [] Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage, is covered under a separate section of the policy (Limit of Indemnity £250,000 any one period of insurance).

- [] The minimum limit of indemnity provided for Public Liability will usually be £1,000,000 for any one event. Higher limits can often be provided on request.
- [] The minimum Limit of Indemnity provided for Products Liability will usually be £1,000,000 for any one period of insurance. Higher limits can often be provided on request.
- [] The Policy will usually compensate the claimant's costs and expenses in addition to the Limit of Indemnity.
- [] Excludes legal liability:
 - arising from risks that require more specific insurance e.g. Motor, Marine etc.
 - arising in connection with advice, design or specification provided for a fee.
 - for injury to employees.
 - arising from loss of, or damage to, property in your custody or control.
 - caused by pollution unless sudden and accidental.
 - arising from contractual liability for products.
 - fine and penalties.
 - defective products and work and the repair, replacement or recall of such products or work.
 - nuclear risks.
 - war risks.
 - electronic risks.
 - fear of contracting asbestos related diseases.
 - pre-claim asbestos clean up costs.
- [] Other specific events may be excluded by endorsement, or cover may need to be individually assessed.

Terrorism Insurance

Cover is provided for acts of Terrorism in Great Britain.

This cover will be provided on the same basis as the main Contractors All Risks section.

- [] Terrorism cover can not be purchased selectively. If you require Terrorism cover it must apply to all your insured property.
- [] Cover will be limited to the Sums Insured that you have selected.
- [] The same exclusions as under the Contractors All Risks sections will apply.

Table 3 Extensions

Extensions to Contract Works Wording

- [] **Automatic reinstatement following claim** – Sums Insured will not be reduced by the amount of any claim.
 - [] **Sub-contract works.**
 - [] **Maintenance or Defects Liability period.**
 - [] **I.C.E. Standard Conditions of Contract.**
 - [] **Professional fees** – including consulting engineers, architects and surveyor fees, or other professional fees, necessarily incurred in the reinstatement of the property.
 - [] **Debris removal** – including disposal, dismantling and demolition, shoring up or propping, cleaning and repairing drains and service mains on site.
 - [] **Public Authorities requirements** – additional costs of the reinstatement of the property which has suffered damage, in order to comply with building or other regulations under, or framed in, pursuance of any Act of Parliament or with by-laws of any public authority.
 - [] **Principal's clause** – insurance extends to indemnify any employer or principal.
 - [] **Speculative development** – you can extend up to 90 days beyond the substantial completion of the last building on the contract pending transfer of ownership.
 - [] **Show house contents** – cover up to 90 days after the last building on the site is substantially complete.
 - [] **Offsite storage** – in respect of material or goods which are temporarily held in store away from the site of the contract.
 - [] **Contract price increase** – the Sum Insured will be increased proportionately to a figure not exceeding 125% of the Sum Insured.
 - [] **Immobilised plant** – cost of recovery of constructional plant or equipment which is unintentionally immobilised, provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown.
 - [] **Other interests - Free issue materials** – included provided their value is included within both the Sum Insured and declaration of value.
 - [] **Plans and documents** – costs incurred in re-writing, redrawing or reproducing plans, documents or other contract documents damaged within the Territorial Limits.
 - [] **Series Losses** – Where damage on any one-contract site arises during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake it shall be deemed to be a single event and, therefore, constitute one loss with regard to the application of your excess.
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Table 4 General Conditions & Exclusions

The following apply to the policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions & limits please read your Policy Wording/Schedule.

General Conditions and Exclusions

- [] If there are any changes to your business, the premises and the property therein, or any other circumstances whereby the risk is increased, you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being rejected.
- [] Cover for any work undertaken Offshore is excluded. Offshore shall mean 'embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform'.
- [] You must, at your own expense, take all reasonable precautions to prevent any occurrence, or cease any activity which may give rise to liability under the policy and maintain all buildings, furnishings, works plant machinery and vehicles in reasonable condition.

Excesses & Limits

- [] Your policy may be subject to excesses, which are the amounts you must pay in the event of each and every claim. Certain claims limits may also apply. These will both be shown in your Policy Schedule.
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