

Contractors Annual Insurance

Policy Summary

Your Intact Insurance Isle of Man Limited Contractors Annual Policy is an annual contract underwritten by Intact Insurance Isle of Man Limited which may be renewed each year subject to your needs and our terms and conditions.

This policy provides cover in respect of Construction Works and protection is also available for Employers' Liability, Public and Products Liability and/or JCT Clause 6.5.1 Insurance risks.

You can select the cover that suits your needs from a number of optional sections within the Contractors Policy. These are:

- Employers' Liability (only available on Contractors Annual policies and not available for Specified Contracts).
- Public and Products Liability.
- JCT Clause 6.5.1 Insurance (or equivalent).

The following covers can only be bought in addition to Contractors' "All Risks"

- Existing Buildings (only available on Contractors Specific insurance policies).
- Terrorism.

The following covers can only be bought in addition to Public and Products Liability:

- Financial Loss.

Full details of what you have chosen will be shown in your Quotation letter and Policy Schedule.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations. For full policy details and our full terms and 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 General Conditions and 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 and 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.
- Employers' Liability 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 and 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.

Policy Exclusions (applicable to all Contractors policy wordings):

- Radioactive Contamination.
- War and Allied Risks.
- Disease (except Terrorism Insurance, Liability Insurance and JCT 6.5.1 Insurance (or equivalent)).

Insured's Contribution and Limits

- Your policy may be subject to Insured's Contribution, which are the amounts you must pay in the event of each and every claim.
- Limits may apply to your policy, please refer to your policy wording/schedule for details.

Table 2 Standard Cover Features and Benefits and Significant Exclusions or Limitations

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

Features and Benefits	Significant Exclusions or Limitations
<p>Contractors' "All Risks" Insurance Provides cover against physical loss, destruction or damage to construction works during the course of construction.</p>	
<p>Standard Covers:</p> <ul style="list-style-type: none"> In the event of an insured loss you will be covered for the value of the damaged property, or the cost of repair, or at our option, reinstatement or replacement, from any cause not excluded by your policy. <p>Cover may be extended to include:</p> <ul style="list-style-type: none"> Maintenance – includes damage to the permanent works that occur during any maintenance or defects liability period, not exceeding 12 months duration. Temporary buildings (including fixtures and fittings). Constructional plant tools and equipment. Cover for damage to hired-in property – in the event of an insured loss, you are covered for the value of the property destroyed. Employees' tools and effects while on the site of the contract. <p>Cover for the above is limited to Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p> <p>Significant Extensions</p> <ul style="list-style-type: none"> Automatic reinstatement following claim Sub-contract works Maintenance or Defects Liability period I.C.E. Standard Conditions of Contract Professional fees Debris removal Public Authorities requirements Principal's clause Speculative development Show house contents Offsite storage Contract price increase proportionately to a figure not exceeding 125% of the Sum Insured. Immobilised plant Other interests Free issue materials Plans and documents Expediting Expenses Series Losses 	<p>The Policy does not cover:</p> <ul style="list-style-type: none"> Damage which you are not responsible for under contract. Damage to: <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 (although this is available as a separate section of cover). 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. The cost of: <ul style="list-style-type: none"> repairing, replacing or rectifying property that is defective. normal upkeep. normal 'making good'. Penalties for non-completion. Defective design. Mechanical breakdown of plant. Losses from unidentifiable events. Terrorism (although this is available as a separate section of cover). Damage resulting from pressure waves. Damage to Nuclear Material. Cyber and Data. Damage caused by pollution or contamination.

Table 3 Optional Covers

Features and Benefits	Significant Exclusions or Limitations
<p>Employers' Liability Insurance Provides protection against your legal liability for damages and legal costs arising from injury to any person employed by you in the course of their employment in your business. This cover is not available for Specified Contracts.</p>	
<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'. • Employees temporarily working overseas. • 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 where there has been no actual injury is covered, or where the Company has ceased to have an interest in the outcome of the proceedings under any other Section insured under a separate section of your 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. • Offshore risks.

Table 3 Optional Covers (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Public and Products Liability Insurance Provides cover for your legal liability for damages arising out of accidental injury to any person or accidental loss or damage to third party property.</p>	
<p>Standard Covers:</p> <ul style="list-style-type: none"> • 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 where there has been no actual injury is covered, or where the Company has ceased to have an interest in the outcome of the proceedings under any other Section insured under a separate section of your Policy. (Limit of Indemnity £250,000 any one period of insurance). <p>Significant extensions include:</p> <ul style="list-style-type: none"> • Clean Up Costs to a limit of £250,000. • Contingent Motor Liability. • Cross liabilities. • Damages or Distress proceedings under the Data protection Act. • Defective premises. • Legionellosis. • Advertising Injury • Automatic Acquisitions to a limit of 10% of turnover or £10,000,000 whichever is the lesser 	<ul style="list-style-type: none"> • The minimum Limit of Indemnity provided for Public Liability will usually be £1,000,000 for any one event. Higher limits may 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 may be provided on request. • The Policy will usually include the claimant's costs and expenses in addition to the Limit of Indemnity. • Excludes legal liability: <ul style="list-style-type: none"> • 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 unintended and will usually be a Limit of Indemnity for any one Period of Insurance. • arising from contractual liability for products. • fines and penalties. • defective products and work and the repair, replacement or recall of such products or work. • nuclear risks. • fear of contracting asbestos related diseases. • pre-claim asbestos clean up costs. • for mental injury arising from data loss. • aircraft products. • work undertaken airside. • Other specific events may be excluded by endorsement, or cover may need to be individually assessed.

Table 2 Optional Covers (continued)

Features and Benefits	Significant Exclusions or Limitations		
<p>Terrorism Insurance Only available where Contractors' "All Risks" is covered.</p> <p>Important Note: Where Terrorism Insurance is purchased it must be effected in respect of all property for which general insurance applies and which is eligible for Terrorism Insurance, whether or not insured by this policy. This is material information to Intact Insurance Isle of Man Limited in the provision of Terrorism Insurance Cover. If this is not the case, you will not be eligible for Terrorism Insurance and cover will not be provided unless previously agreed exceptions apply.</p> <p>Eligible insurance includes property damage, business interruption, computer and electronic equipment, contract works, engineering plant, money, book debts, specified all risks, works of art, civil engineering, engineering erection all risks, machinery movement, contractors and plant and other plant on an all risks basis and goods in transit as part of a package policy.</p> <table border="0" data-bbox="79 475 1033 624"> <tr> <td data-bbox="79 475 555 624"> <ul style="list-style-type: none"> • Cover is provided for acts of Terrorism in Great Britain, Channel Islands and the Isle of Man. • This cover will be provided on the same basis as the main Contractors All Risks section. </td> <td data-bbox="555 475 1033 624"> <ul style="list-style-type: none"> • Cover will be limited to the Sums Insured that you have selected. • The same exclusions as under the Contractors All Risks sections will apply. </td> </tr> </table>		<ul style="list-style-type: none"> • Cover is provided for acts of Terrorism in Great Britain, Channel Islands and the Isle of Man. • This cover will be provided on the same basis as the main Contractors All Risks section. 	<ul style="list-style-type: none"> • Cover will be limited to the Sums Insured that you have selected. • The same exclusions as under the Contractors All Risks sections will apply.
<ul style="list-style-type: none"> • Cover is provided for acts of Terrorism in Great Britain, Channel Islands and the Isle of Man. • This cover will be provided on the same basis as the main Contractors All Risks section. 	<ul style="list-style-type: none"> • Cover will be limited to the Sums Insured that you have selected. • The same exclusions as under the Contractors All Risks sections will apply. 		
<p>Financial Loss Only available where Public and Products Liability is covered.</p> <table border="0" data-bbox="79 708 1033 916"> <tr> <td data-bbox="79 708 555 916"> <ul style="list-style-type: none"> • Legal liability for financial loss where no injury or damage has occurred. </td> <td data-bbox="555 708 1033 916"> <ul style="list-style-type: none"> • The minimum Limit of Indemnity is £250,000 any one Period of Insurance. Higher limits may be provided on request - please see your Policy Wording/Schedule for the limit that applies to you. • Contractual liability is excluded. • Some other specific exclusions apply - please see your Policy Wording for details. </td> </tr> </table>		<ul style="list-style-type: none"> • Legal liability for financial loss where no injury or damage has occurred. 	<ul style="list-style-type: none"> • The minimum Limit of Indemnity is £250,000 any one Period of Insurance. Higher limits may be provided on request - please see your Policy Wording/Schedule for the limit that applies to you. • Contractual liability is excluded. • Some other specific exclusions apply - please see your Policy Wording for details.
<ul style="list-style-type: none"> • Legal liability for financial loss where no injury or damage has occurred. 	<ul style="list-style-type: none"> • The minimum Limit of Indemnity is £250,000 any one Period of Insurance. Higher limits may be provided on request - please see your Policy Wording/Schedule for the limit that applies to you. • Contractual liability is excluded. • Some other specific exclusions apply - please see your Policy Wording for details. 		

Table 2 Optional Covers (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Clause 6.5.1 Insurance (or equivalent) Purchased by the Contractor on behalf of the Employer to provide protection against the employer's liability for loss arising as a result of non-negligent damage arising from specified perils to property (other than the contract works) while undertaking a building contract.</p>	
<p>Standard Covers: Any expense, liability, loss, claim or proceedings, which the Employer may incur or sustain by reason of injury or damage to property happening during the period of insurance and caused by</p> <ul style="list-style-type: none"> • collapse • subsidence • heave • vibration • weakening or removal of support • lowering of groundwater <p>arising from the carrying out of the contract. Your Policy Wording follows the wording of Clause 6.5.1 as closely as possible.</p>	<ul style="list-style-type: none"> • Negligence, omission or default of the Contractor, or of any sub-contractor. • Errors or omissions in the designing of the Works. • Injury or damage which can reasonably be foreseen to be inevitable. • Damage to the contract works. • Injury or damage where cover is provided by any other insurance, which is the responsibility of the Employer to insure under the provisions of Schedule 3 Insurance Option C.1 of the JCT Standard Form of Building Contract (2005 Edition) or equivalent. • Pressure waves from aircraft or other aerial devices or sonic booms. • Gradual pollution. • Any penalties or sums payable due to breach of contract. • A Limit of £1,000,000 per contract applies for annual automatic covers. • Limits up to £5,000,000 can be provided. Higher limits may be provided on request - please see your Policy Wording /Schedule for the limit that applies to you. • Costs and expenses incurred with our written consent are paid in addition to the indemnity limit.
<p>Existing Buildings Only available where Contractors' "All Risks" is covered.</p>	
<ul style="list-style-type: none"> • Loss or damage to buildings at the site of the contract that existed at the commencement of the contract. 	<ul style="list-style-type: none"> • Limits are as shown in your Quotation letter or Policy Schedule • Excludes damage to land, roads, pavements, car parks and hardstandings, piers, jetties, bridges, culverts, excavations and trees at the contract site unless accepted by us. • If the Sum Insured selected is less than the full insurable amount your claim may be reduced. • Some other specific exclusions apply - please see your Policy Wording for details.

Important Information

Your Right to Cancel

If once you have checked your policy you decide not to proceed with our insurance you have a statutory right to cancel the policy within 14 days, starting on the date you receive your policy documentation.

You may cancel your policy by giving us notice in writing or by calling us on **01624 645900**. On receipt of your notice, we will refund any premiums already paid, except where you have already made a claim under your policy.

Making a Claim

Should you wish to make a claim under your policy please call our claims department on **01624 645900** as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

Our Complaints Procedure

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially raise your concerns with your usual business contact. They will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint, you should write to:

The Managing Director
Intact Insurance Isle of Man Limited
P.O. Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

If you are still dissatisfied, you can ask the Financial Services Ombudsman to review your case. The FSO can be contacted as follows:

e-Mail Address: ombudsman@iomoft.gov.im
Telephone Number: 01624 686500

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

Economic, Financial or Trade Sanctions

Intact Insurance Isle of Man Limited is unable to provide insurance in circumstances where to do so would be in breach of any economic, financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation where applicable.

Premiums and Payments

Premiums are inclusive of Insurance Premium Tax where applicable. You may pay for your policy annually or, for some policy contracts, by monthly instalments. You may be able to pay annual premiums by direct debit, credit/debit card or by cheque. Monthly instalments can only be paid by direct debit.

Renewing your policy

Shortly before each policy renewal date we will tell you the premium and terms & conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will renew the policy automatically and continue collecting premiums unless you notify us that you wish to cancel the policy.

If you pay by cheque or credit / debit card, you must submit a further payment if you wish to renew the policy. You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in "Your right to cancel the policy" above.

Termination of the Contract

You may cancel the contract by giving us 30 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 30 days notice in writing to your last known address. This will not affect your right to make a claim for any event that happened before the cancellation date. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance provided that no claim has been made since inception or renewal.

Law and language applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

The language used in this policy and any communications relating to it will be English.

Who regulates us?

Intact Insurance Isle of Man Limited is authorised and regulated by the Isle of Man Financial Services Authority. Our registration number is 007.

