



CONTRACTORS LIABILITY POLICY SUMMARY

KEY FACTS STATEMENT



FEDERATION OF
**MASTER
BUILDERS**

INSURANCE

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Contractors Liability Policy Summary

KEY FACTS STATEMENT

Thank you for choosing FMB Insurance for your Contractors' Liability Insurance.

We work in partnership with our insurers to ensure you receive the highest levels of output and service excellence. Our technical team understands how best to protect you against the risks your business faces.

In the event you need to make a claim, you will be in safe hands. Our professional claims experts will treat you in a prompt and fair manner listening to your needs and will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Purpose of this key facts statement

This Key Facts Statement outlines some of the important features of the insurance policy you have been offered.

The key features of the FMB Insurance Contractors Liability Insurance Policy are described here and it is important that you read this information carefully. It does not set out the full terms and conditions of the policy, these can be found in the policy document provided to you. The policy is a legally binding contract between you and Argo Syndicate 1200 at Lloyds, who are referred to as "the Underwriters" in this document. The policy is administered by FMB Insurance in its capacity as the agent of the Underwriters.

Who issues the policy?

The policy will be issued by FMB Insurance, on behalf of the Underwriters.

What is FMB Insurance?

FMB Insurance is part of the Federation of Master Builders. The FMB is the longest established trade association. FMB Insurance is regulated by the Financial Conduct Authority (FCA) (FCA registration number 313483)

FMB Insurance policy details

Core Covers:

- Public Liability – covers your legal liability to members of the public.

Optional Covers:

- Employers Liability – covers your legal liability to employees.
- Tools – covers hand tools and hand held portable power tools or their parts.
- Contract Works – covers all contracts up to the contract price selected.
- Personal Accident – covers you or your partners or directors against accidents occurring at work.
- Temporary Employees – covers Public Liability and Employers Liability for temporary employees provided that Employers Liability cover is in force.

Please read the policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you do wish to change anything or if there is anything you do not understand please notify FMB Insurance. If you fail to notify us of any changes you require, your policy may not operate or not operate fully.



All policies underwritten by
Argo Syndicate 1200 at Lloyd's
Registered Address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.
Argo Syndicate 1200 at Lloyds is authorised and regulated by the Financial Conduct Authority.



What are the features, benefits, exclusions and limitations of the policy?

Public and Employers Liability — Policy Sections 1 and 2

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 GBP1million, GBP2million, GBP5million or GBP10million.

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:

- GBP250 for each days attendance for partners and directors.
- GBP150 for each days attendance for an employee.

Employers Liability — if the optional cover is selected; Covers your legal liability to your employees for death or injury in the course of their employment with you up to GBP10million any one claim.

Exclusions and 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 any such installation.
- Loss or damage due to Asbestos (in respect of Employer's Liability this exclusion shall only apply in excess of GBP5million any one occurrence)
- A property damage excess of GBP250 is applied to all claims.

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.



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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 requirements that must be taken to prevent damage to underground services. If you fail to comply your policy may not operate.

Bona Fide Subcontractors:

You must ensure that any bona fide sub contractors used by you have Employers Liability and Public Liability insurance in force, with a minimum limit of indemnity of GBP1million for Public Liability. If you fail to comply your policy may not operate.

Temporary Employees – Policy Sections 1 and 2

Features and Benefits

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

Public Liability limit of indemnity is reflective of the main cover. Employers Liability limit of indemnity is GBP10million

Note – cover is not available for some trades.

Exclusions or Limitations

- Limited to a maximum of 100 days in any one period of insurance.
- Cover only applies if you employ at least one permanent member of staff.
- A property damage excess of GBP250 applies to each and every claim.

Tools – Policy Section 3

Features and Benefits

Covers loss of or damage to hand tools or hand held portable power tools and parts for sums insured between GBP1,000 and GBP3,000 per person with a single article limit of GBP500.

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

Exclusions or Limitations

- Theft of tools by you or any employee
 - whilst left unattended unless stored in a securely locked building.
 - from any unattended vehicle, unless all points of access to the vehicle have been closed and securely locked by security devices which have been set to operate, and all keys to doors, ignition and other services have been removed.
 - from any unattended vehicle between the hours of 21.00 and 06.00 unless the vehicle is garaged in a securely locked premise or compound or protected by a vehicle alarm.
- 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.
- Any consequential loss.
- Excess applicable:
 - GBP500 in respect of any theft of tools overnight unless kept in a securely locked building or in a vehicle garaged within securely locked premises.
 - GBP250 in respect of any theft of tools unless kept in a securely locked tool vault which is fitted to a vehicle in accordance with the manufacturer's instructions.
 - GBP100 in respect of all other claims.



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Contract Works — Policy Section 4

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 on hire.
- employees tools and personal effects.
- your stock and materials in trade while contained within your premises or a locked compound or store anywhere within the UK or being conveyed by your own vehicle between your premises or suppliers and the location where you are working.

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

Inflation Protection — up to an amount not exceeding 10% (percent) of the sum insured.

Debris Removal — the cost of removal of debris.

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 GBP50,000 any one item, subject to a GBP250 excess. Also covers continuing hire charges following loss or damage up to GBP20,000 any one loss.

Property awaiting sale — private dwellings built but unsold are covered for a period of 90 days after completion for up to GBP100,000 any one claim subject to a GBP500 excess and subject to security requirements for all show homes when closed for business.

Exclusions and Limitations

- Loss or damage to any mechanically propelled vehicle (other than the operation of mechanical plant as a tool) or any aircraft, locomotive, or water craft.
- Loss or damage to property or 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.
- Plant, tools and temporary buildings on hire unless under the Contractors Plant Association hire 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 GBP2,500.
- 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.
- Money.
- Theft of tools by you or any employee
 - Whilst left unattended unless stored in a securely locked building.
 - From any unattended vehicle, unless all points of access to the vehicle have been closed and securely locked by security devices which have been set to operate, and all keys to doors, ignition and other services have been removed.



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- From any unattended vehicle between the hours of 21.00 and 06.00 unless the vehicle is garaged in a securely locked premise or compound or protected by a vehicle alarm.
- Excess applicable:
 - GBP500 in respect of any theft of tools between the hours of 9pm and 6am unless kept in a locked building or in a vehicle garaged within securely locked premises.
 - GBP250 in respect of any theft of tools unless kept in a securely locked tool vault which is fitted to a vehicle in accordance with the manufacturer's instructions.
 - GBP100 in respect of all other claims.
- Due to suicide, intentional self injury, insanity or the influence of alcohol or drugs, pregnancy or childbirth, sexually transmitted diseases, HIV including AIDS.
- Work on an offshore installation or travelling to or from such an installation.
- Weekly compensation for the first two weeks of temporary disablement.

See the 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.

Personal Accident – Policy Section 5

Features and Benefits

Covers you or your partners or working directors against accidents occurring at work or in leisure time.

A choice of up to four units per person. One unit:

- Death or Permanent total disablement – GBP5,000.
- Temporary total disablement – GBP50 per week.

Weekly benefits are payable for up to 104 weeks.

Compensation payable for permanent total disablement will be in accordance with the scale shown in the policy wording.

Note – cover is not available for some trades.

Exclusions and Limitations

- Caused by or due to an existing physical or mental condition.
- Motorcycling, 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.

Policy Duration

This policy has a 12 months period of insurance (unless detailed otherwise in the policy schedule), and is annually renewable.

Cancellation period

Provided that you have not made a claim, you have a right to cancel the policy within a 14 day cancellation period and receive a return of any premium paid, less an administration charge and an amount representing the cover you have received to date.

Cancellation is subject to certain terms and conditions, full details of which can be found in the policy wording.

Claims

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

- You should in the first instance notify FMB Insurance:
 - promptly, if an incident occurs that may lead to you making a claim.
 - immediately, in the event of a serious accident, loss or damage.

When making contact please provide your policy number and as much information as possible about the claim.



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Contact details are as follows:

Lines are open Monday to Friday:

Address: FMB Insurance
First Floor, Gemini House
Cambridgeshire Business Park
Angel Drove
Ely
Cambridgeshire
CB7 4EA

Telephone number: 01353 652760
Email: fmbinsurance@fmb.org.uk

Emergency No: 0844 826 7597
24/7 Response

Complaints

FMB Insurance values the opportunity to investigate any concerns that the Insured may have about any aspect of the service provided by FMB Insurance and is committed to handling all complaints fairly, thoroughly and promptly. If you wish to complain about any aspect of the service you have received this should in the first instance be addressed to:

Address: The Director
FMB Insurance
First Floor, Gemini House
Cambridgeshire Business Park
Angel Drove
Ely
Cambridgeshire
CB7 4EA

Telephone number: 01353 652760
Email: fmbinsurance@fmb.org.uk

or if you are not satisfied with the way your complaint has been dealt with in the first instance you may seek a review of your case without prejudice to your rights in law from the following:

Address: The Director,
Argo Syndicate 1200 at Lloyd's,
Exchequer Court,
33 St Mary Axe,
London,
EC3A 8AA

Telephone number: 0207 712 7601
Email: argocomplaints@argo-global.com

If you are not satisfied with the way the complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. The address is:

Address: Complaints Department,
Lloyd's, One Lime Street,
London,
EC3M 7HA

Telephone number: 0207 327 5693
Email: complaints@lloyds.com

If you are not satisfied with the way your complaint has been handled, you may ask the Financial Ombudsman to review your case without affecting your statutory rights. The address is:

Address: Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR

Telephone number: 0845 080 1800

Should the Underwriters become unable at any time to meet claims against it, the Financial Services Compensation Scheme may protect your interests. For further information you can contact the scheme helpline on 0800 678 1100 or 0207 741 4100 or visit their website at www.fscs.org.uk.

Additional information

Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- Display of Certificates

FMB Insurance will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each business premise where your employees can see it easily.



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- Retention of Certificates

You are strongly recommended to retain copies of Employers Liability certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial diseases could be made many years after the disease is caused.

Health & Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health & Safety Policy in place.
- undertake Risk Assessments in order to identify workplace hazards.
- have an induction and on-going training programme which is regularly reviewed and recorded.
- have a nominated person responsible for Health & Safety.

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as the medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

We may share your details with other companies within the Argo group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products and services, please write to: The Compliance Officer, Argo Managing Agency Limited, Exchequer Court, 33 St Mary Axe, London. EC3A 8AA to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Argo International Holdings Limited holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.



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