Contractors Combined Insurance

This is a summary of our Contractors Combined insurance policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it. Your cover depends on the choices you have made. Your policy schedule document will show the items you have chosen to cover along with the cover limits.

What is Contractors Combined Insurance?

Aviva Contractors Combined features a range of benefits to support your business with sector specific covers providing a more tailored solution.

Public and Products Liability (Core cover)

Protection against legal liability for bodily injury to third parties and damage to their property.

Legal liability for fees, expenses, damages and claimants' costs following injury or damage by goods that have been supplied, sold, repaired, tested or maintained by the insured.

Cover includes as standard:

- ✓ **Legal costs and expenses to defend prosecutions –** covering all relevant health and safety legislation, the Corporate Manslaughter and Corporate Homicide Act 2007 and Part II of the Consumer Protection Act 1987
- ✓ **Contingent motor third party liability –** arising out of the use in the United Kingdom of vehicles not owned by the insured
- ✓ **Personal liability –** cover for employees and directors whilst overseas on business
- ✓ **Payment for court attendance –** £500 limit per day for directors and employees
- ✓ **Hired or rented premises –** cover for damage to premises hired or rented for the purpose of the business
- ✓ **Libel and Slander –** £25,000 per period of insurance

Significant exclusions and limitations

- X Loss of or damage to property in the custody or control of the insured
- X Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos
- X Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices or hazardous industries
- X Pollution unless caused by a sudden and identifiable incident
- X Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
- X Liquidated damages, penalty clauses and fines
- X Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the policy schedule, whichever is the lower
- X The first part of any claim (the excess)

Employers' Liability (optional cover)

Covering legal liability to employees for bodily injury which happens in the course of working for the business.

Cover includes:

- ✓ **Section cover limit –** £10,000,000 including costs and expenses
- ✓ **Legal costs and expenses to defend prosecutions –** covering all relevant health and safety legislation and the Corporate Manslaughter and Corporate Homicide Act 2007
- ✓ **Unsatisfied court judgements –** in favour of employees injured by third parties whilst in the insureds' employment
- ✓ **Payment for court attendance –** £500 limit per day for directors and employees

Significant exclusions and limitations

- X Liability in respect of liquidated damages, penalty clauses and fines
- X Work in or on, or travel to or from any offshore installation or support vessel
- X Bodily Injury of employees whilst carried in or upon a vehicle
- X Cover for acts of terrorism is limited to £5,000,000 per event

Contract Works (optional cover)

Providing cover for Works, Your Plant, Hired-in Plant, and Employees' Tools, where insured and within the Territorial Limits.

Cover includes:

- ✓ **Off-site storage –** protecting materials while off-site – up to £100,000 for any one loss
- ✓ **Redrawing plans or documents –** covered up to £10,000 for any one loss
- ✓ **Show properties –** covering the contents within any one show property for up to £35,000 for any one claim
- ✓ **Debris removal –** up to 25% of estimated contract price
- ✓ **Temporary repairs –** up to £25,000 for any one loss
- ✓ **Loss of keys –** up to £5,000 for any one loss
- ✓ **Speculative builds –** private dwellings built on a speculative basis for sale or let for up to 90 days, pending sale

Significant exclusions and limitations

- X Gradual deterioration or wear and tear, faulty or defective design, materials or workmanship
- X Repair to or replacement of your plant or hired in plant caused by its own mechanical or electric breakdown, failure, breakage or derangement unless it is for hired in plant which you are responsible under the terms of a hire agreement
- X Damage to existing structures
- X Payments for penalty clauses or fines for late completion
- X Pollution or contamination
- X The first part of any claim (the excess)

Property Damage (optional cover)

Cover for Buildings, Contents and Stock (where selected) on an All Risks basis including Subsidence. Terrorism cover can be added if required.

Cover includes:

- ✓ **Automatic reinstatement** of the sum insured*
- ✓ **Professional Fees:** Architects', surveyors', and consultants' fees involved in reinstating buildings and machinery following a loss
- ✓ **Energy efficiency –** up to £10,000 per period of insurance for the additional cost and expense of replacing damaged portions of insured buildings in a way which reduces environmental impact and improves sustainability
- ✓ **Exhibition sites –** up to £25,000 for any one claim for damage to property while at exhibitions of up to seven days
- ✓ **Homeworking –** up to £5,000 per director, partner or employee. Protecting assets as people continue to work more flexibly
- ✓ **Trade Samples –** Cover for Trade Samples whilst anywhere in the Prescribed Territories and the European Economic Area
- ✓ **Temporary repair costs –** up to £20,000 any one claim, for costs to make temporary repairs to property following damage

Subject to an additional premium being paid

Significant exclusions and limitations

- X Wear and tear, gradual deterioration, faulty or defective design or materials
- X Pollution or contamination
- X Theft or attempted theft whilst the premises are unoccupied or disused
- X Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) whilst the premises are unoccupied or disused
- X Damage due to water table level changes or frost
- X Fire damage involving the application of heat
- X Damage other than by fire or explosion arising from production, servicing or testing
- X Mechanical or electrical breakdown or derangement
- X Consequential loss or damage
- X Faulty or defective workmanship, operational error or omission by the insured or their employees
- X Unexplained losses, acts of fraud or dishonesty and inventory shortage
- X The first part of any claim (the excess)

Terrorism (Core cover where Property Damage or Contract Works is selected)

Covering loss or damage and business interruption as a result of an Act of Terrorism, where the event is certified as such by HM Treasury.

Cover includes:

- ✓ **Acts of Terrorism –** for the purpose of this cover Acts of Terrorism is defined as acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto

Significant exclusions and limitations

X Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power

Business Interruption (optional cover)

Covering interruption to the business following an insured loss under the Property Damage section which results in reduced earnings or increased running costs.

Cover includes:

- ✓ **Action by police –** £50,000 any one claim and per period of insurance
- ✓ **Essential Personnel –** £50,000 per period of insurance
- ✓ **Failure of Electricity, Gas and/or Water Supply –** £50,000 any one claim and £150,000 per period of insurance
- ✓ **Prevention of Access –** £50,000 per period of insurance
- ✓ **Public relations expenses –** £10,000 for any one loss and per period of insurance
- ✓ **Unspecified Customers/Suppliers –** £50,000 per period of insurance
- ✓ **Workplace Office Recovery –** £50,000 per period of insurance

Significant exclusions and limitations

X Any loss excluded under the Property Damage Section

Money & Assault (optional cover)

Cover includes:

- ✓ **Loss of money –** belonging to the business on the premises, in transit, on site, at the private homes of key staff, and in any bank night safe
- ✓ **Bodily Injury –** to the insured or their employees as a result of assault or attempted assault whilst carrying money belonging to the business
- ✓ **Age Limit –** 16-75
- ✓ **Medical and Dental Expenses –** up to £500

Significant exclusions and limitations

X Shortages due to clerical or accounting errors

X Losses due to the fraud or dishonesty of any employees not discovered within seven working days

X Loss from unattended vehicles

X Loss arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

X The first part of any claim (the excess)

Goods in Transit (optional cover)

Cover for goods or stock whilst in transit, over land or sea, anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Cover includes:

- ✓ **Employees' personal belongings –** Up to £500
- ✓ **Sheets, ropes and packing materials –** any one claim £500
- ✓ **Tools –** any one occurrence £1000

Significant exclusions and limitations

- X Losses caused by defective or inadequate packing, insulation and labelling
- X Theft or attempted theft, from an unattended vehicle unless certain guidelines regarding security are followed
- X The first part of any claim (the excess)

Commercial Legal Protection (optional cover)

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

Cover includes:

- ✓ **Employment Disputes and Compensation Awards –** defence of your legal rights under employment legislation and we will pay any compensation award made following a successful action by an employee or prospective, alleged or ex-employee
- ✓ **Legal Defence –** defence for you or an employee acting on your behalf if any criminal action or certain civil action is taken against you for any non-motor related incident arising in connection with the business. Including prosecution under health and safety legislation and data protection laws
- ✓ **Property Protection –** protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass
- ✓ **Bodily Injury –** cover to negotiate your, your employees' or family members' legal rights, following bodily injury (non-motor related) which occurs in connection with the business
- ✓ **Tax Protection –** representation in appeal proceedings with HM Revenue and Customs in a full or aspect enquiry following your corporation tax self-assessment return and appeal proceedings with HM Revenue and Customs in respect of Value Added Tax due
- ✓ **Contract Disputes –** cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale of goods/services where the amount in dispute is more than £250
- ✓ **Statutory Licence –** appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence

Significant exclusions and limitations

- X In respect of civil cases, the cover is subject to the case having prospects of winning or making a successful defence
- X Claims must be reported within 180 days of you becoming aware of an incident
- X Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- X In respect of compensation rewards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective
- X In respect of redundancies, you must follow the advice of the legal helpline prior to serving notice of dismissal
- X The first 10% of each and every claim in respect of aspect enquiries
- X Claims caused by your failure to register for Value Added Tax and any investigations by HM Revenue and Customs Special Investigations Section or Special Compliance Office
- X Investigations by HM Revenue and Customs into alleged dishonesty or criminal defences
- X Any claim relating to the settlement under an insurance policy
- X The first part of any claim (the excess)
- X For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of law covered by this policy and are required to comply with strict service standards

Personal Accident (optional cover)

Cover for partners, principals, proprietors and employees up to the age of 85 against accidental bodily injury. Cover is provided on an unnamed person basis and provides cover for accidental bodily injury. Cover operates 24 hours a day.

Cover includes:

- ✓ **Medical expenses –** up to £10,000 per claim
- ✓ **Damage to Personal Property –** up to £1,500 per claim
- ✓ **Psychological Assistance –** up to £5,000 per claim
- ✓ **Rehabilitation Expenses –** up to £20,000 per claim

Significant exclusions and limitations

- X Sickness, disease or any gradually operating cause
- X Suicide, attempted suicide or intentionally inflicting self injury
- X The insured person's own criminal act
- X The maximum amount payable in respect of all insured persons in the respect of the same incident will not exceed £1,000,000
- X The first part of any claim (the excess)

Additional Benefits

- **24 hour, 365 days a year claims helpline - providing emergency assistance when it's needed**
- **Counselling service -** for you as a policyholder and your employees
- **Aviva Risk Management Solutions - https://www.aviva.co.uk/risksolutions**

Aviva Risk Management Solutions (ARMS) is a dedicated service to help UK businesses manage their risks – helping to keep them compliant, prevent loss and ultimately control cost.

ARMS offer a wide range of training and consultancy services from simple loss prevention advice through to bespoke on-site consultancy and offer generous discounts off a menu of products and services to help prevent accidents and losses occurring and protect businesses via our Specialist Partner Network.

- **Aviva Businesslaw - https://avivabusinesslaw.farill.io/**

This service (provided by ARAG UK) and powered by Farillio is built specifically to help businesses manage a wide range of business and legal issues.

Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet for details of where you are covered.

When and how do I pay?

Payment options should be discussed with your insurance adviser.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance. If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents

How long does my Aviva Business Insurance run for?

Your policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel your policy, please contact your insurance adviser.

How to make a claim

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

0800 015 1498

In all cases, please quote your policy number.

How do I make a complaint?

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on **0800 023 4567** or visit their website at **www.financial-ombudsman.org.uk**, where you will find further information.

Would I receive compensation if Aviva were unable to meet its liabilities?

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **fscs.org.uk**

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free.

For our joint protection telephone calls may be recorded and/or monitored.

Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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