



Select Contractors Insurance

Summary of Cover

Please read this document carefully.

This is a summary of the cover provided by SELECT Liability Insurance policy. It contains references to the key features and benefits of the policy, as well as references to significant and unusual exclusions and limitations. It does not contain the full policy definitions, terms conditions and exclusions. These can be found in the Policy Document, a copy of which is available from your insurance broker. The policy is issued for a twelve month period unless you request otherwise. If you're proposed policy for a longer period we would advise you to review and update your cover on a regular basis to ensure it remains adequate.

Cover under this policy is subject to specific limits and excesses. Please refer to your broker for full details

This insurance is provided by **Chartis Insurance UK Limited.**

Section 1 – Employers, Public & Products Liability

Employers Liability - Cover

1. Legal liability for damages and claimants costs and expenses in respect of injury sustained by any Person Employed caused during the Period of Insurance.
2. The payment of solicitors fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of Bodily Injury which may be the subject of indemnity under this section.
3. All other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with the Insurer's prior written consent.

Employers Liability - Extensions

1. Health & Safety at Work – Legal Defence Costs
2. Unsatisfied Court Judgements.
3. Compensation for Court Attendance

Employers Liability - Exclusions

This Section will not cover losses arising from:

1. Bodily injury to any person being carried in or upon a vehicle, or entering or getting into or alighting from a vehicle
2. Radioactive Contamination
3. Offshore Work

Public & Products Liability - Cover

1. Legal liability for damages and claimants costs and expenses in respect of injury sustained by any third party and their property during the Period of Insurance.
2. The payment of solicitors fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of Bodily Injury which may be the subject of indemnity under this section.
3. All other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with the Insurer's prior written consent.

Public & Products Liability - Extensions

1. Compensation for Court Attendance
2. Health & Safety at Work – Legal Defence Costs
3. Consumer Protection Act – Legal Defence Costs
4. Data Protection Act
5. Contingent Motor Liability
6. Defective Premises Act
7. Overseas Personal Liability
8. Indemnity to Other Persons
9. Cross Liabilities

Public & Products Liability – Conditions & Warranties

The insurer will not make any payment under this insurance unless the following is complied with;

1. Reasonable Care
2. Maintenance of Assets
3. Claims Notification and Steps to be Taken
4. Admission of Liability
5. Conduct and Control of Claims
6. Alteration of Risk
7. Burning & Welding Warranty
8. Bone Fide Sub Contractors
9. Underground Services Warranty

Public & Products Liability - Exclusions

This Section will not cover losses arising from:

1. Employers Liability
2. Workmen's Compensation
3. Automobile Liability Marine Liability Aviation Liability
4. Advice Design Specification and Professional Duty
5. Care custody and control
6. Property being worked upon
7. Damage to products
8. Aviation products
9. Pollution
10. Contractual liability
11. Libel and slander
12. Financial loss
13. Radioactive contamination
14. War
15. North America
16. Asbestos
17. Efficacy
18. Hazardous work
19. Work below 3 metres in depth
20. Demolition
21. Piling & use of explosives
22. Aerial erection
23. Tree felling
24. Work under ground on sewers and drains
25. Work above a height of 15 metres from the immediate ground or floor
26. High risks premises
27. Policy excess

Limits of Liability

1. The amount payable under this section and all extensions, in respect of any one Event shall not exceed the Limit of Liability specified in the schedule.

Please refer to your broker or your schedule for full details of the Limit of Liability.

Section 2 - Management Protector

Personal Accident - Cover

If an Eligible Person sustains accidental bodily injury whilst on the Premises or undertaking Business within the Policy Territory during the Period of Insurance which within two years solely and independently of any other cause results in death or disablement, the Insurer will pay the Insured the percentage amount appropriate of the Benefit as follows:

Loss of:	% of Benefit Sum Insured:
1. Life	100%
2. Both Hands of Both Feet	100%
3. Either Hand or Foot and	Sight of One Eye 100%
4. One Hand and One Foot	100%
5. Sight of Both Eyes	100%
6. Either Hand or Foot	50%
7. Sight of One Eye	50%
8. Thumb and Index Finger of Same Hand	25%

Personal Accident - Conditions

The insurer will not make any payment under this insurance unless the following is complied with;

1. Acceptance of benefit
2. Claims evidence
3. Disappearance
4. Exposure

Personal Accident - Exclusions

This Section will not cover losses arising from:

1. Caused by intentional self-injury, suicide or attempted suicide, sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, aids or hiv infection.
2. Caused by or arising directly or indirectly from serving in any branch of the military or armed forces.
3. Caused by or arising directly or indirectly from being under the influence of drugs, alcohol or other intoxicants.
4. Arising directly or indirectly from participation in any crime, riot or civil commotion.
5. Caused by flying as a pilot or member of aircrew.
6. Caused by flying as a passenger in any aircraft that is not a multi-engined fixed wing aircraft licensed by a civil aviation authority which flies according to a published service frequency and timetable showing departure days and departure and arrival times.
7. Caused by or arising directly or indirectly from the dispersal, release, or application of pathogenic or poisonous biological or chemical materials.
8. Caused by or arising directly or indirectly from self exposure to needless peril (except in an attempt to save human life).
9. Caused by or arising directly or indirectly from participation in winter sports, skydiving / parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or potholing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any sport which provides the individual's major source of income, any sporting activity not authorized or regulated by the school.
10. Caused by or arising directly or indirectly from sickness or disease (not resulting from accidental bodily injury), any naturally occurring condition or degenerative process, any gradually operating cause, or any physical or medical condition which existed in the 24 months prior to inception of cover.
11. Caused by or arising directly or indirectly from medical or surgical treatment except as may be necessary solely as a result of injury.
12. Caused by or arising directly or indirectly from any injury which shall result in a hernia.
13. Of any person after the expiry of the period of insurance during which that person reaches age 75 years.

Section 3 – Contract Works

Contract Works - Cover

1. The permanent and/or temporary works executed or in the course of execution in performance of Contract
2. Constructional plant scaffolding tools equipment site huts temporary buildings and contents owned by you
3. Constructional plant tools and equipment which you have hired
4. Your employee's tools and personal effects for which you have accepted responsibility for

Contract Works - Extensions

1. Preventative Costs
2. Plans & Drawings
3. Inflation
4. Employers Interest
5. Professional Fees
6. Debris Removal
7. Property Stored
8. Immobilised Plant
9. Local Authorities
10. Negligent Breakdown of Hired in Plant
11. Continuing Hiring Charges
12. Consecutive Damage
13. Speculative Building
14. Show house Properties

Contract Works - Exclusions

This Section will not cover losses arising from:

1. Policy excess
2. Consequential loss, loss of use, penalties for delay or non-completion
3. Damage through wear & tear
4. Defective design & workmanship
5. Loss or damage to watercraft aircraft or hovercraft, tyres, cash, notes, post and/or money order cheques stamps or negotiable instruments of whatsoever nature or other securities for money
6. Loss of any property by disappearance or by shortage discovered through making of inventory or stocktaking
7. Damage to tools and plant belonging to sub-contractors loss of or damage to any mechanically propelled vehicle except when such vehicle is manufactured as or is adapted primarily for use as a tool of trade
8. Loss or damage to completed works and maintenance
9. Damage to property forming part of any structure prior to the commencement of the contract or works
10. Damage giving rise to a claim arising out of any contract for which the original contract period exceeds 36 months or the period of maintenance exceeds 24 month
11. Loss or damage by theft or attempted theft of tools left unattended
12. Property for which the Insured is relieved of responsibility by conditions of contract

Section 4 – All Risks on Tools and Materials**All Risks on Tools and Materials - Cover**

1. All risks of damage or loss to tools and equipment owned or hired by you.

All Risks on Tools and Materials - Exclusions

This Section will not cover losses arising from:

1. Consequential loss of any kind or description.
2. Damage to tools or materials as a result of faulty or defective design, materials, workmanship or errors or omission in processing or operation.
3. Loss or damage to any tools let out on hire
4. Unexplained losses shortages due to error or omission losses discovered at times of normal stocktaking and making an inventory or loss resulting from the insured voluntarily parting with title or possession of any tools or materials if induced to do so by deception
5. Property more specifically insured
6. Damage contributed to, caused by or arising from riot, strike or civil commotion occurring outside great britain, the channel islands and the isle of man.
7. Damage due to theft, malicious damage, storm, tempest or flood where tools and materials are located in the open or in an open sided building

Exclusions To All Sections

1. Radioactive contamination
2. War
3. Terrorism
4. Excess

Conditions Applicable To The Insurance Policy

You must act in accordance with the conditions of the policy:

1. Cancellation
2. Statutory Requirements Maintenance and Reasonable Precautions
3. Non disclosure – the policy will be voidable if there has been misrepresentation, misdescription or non disclosure
4. Fraudulent Claims
5. Contribution
6. Subrogation
7. Arbitration
8. Alterations
9. Settlement
10. Adjustment
11. Law and Jurisdiction
12. Waiver or Change of Policy Terms
13. Survey
14. Contract (Rights of Third Parties) Act 1999

Cooling Off Period

If you have not received a copy of your full terms and conditions when you purchase your insurance policy from us, you may cancel your policy within fourteen days from the date that they are received without penalty.

Claims

In the event of a Claim you should call **your insurance broker** in the first instance.

Complaint Procedures

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. In the first instance please contact:

Your broker or agent from whom you bought your Policy of Insurance or alternatively the manager of the Select Contractors Package located:

1a Lansdowne Crescent
Edinburgh
EH12 5EQ

Telephone: 0131 623 6230

Fax: 0131 623 6233

E-mail: info@premiercommercial.co.uk

Should the matter not be resolved to your satisfaction please write to:

Customer Relations Manager
Chartis Insurance UK Limited
2-8 Altyre Road
Croydon
CR9 2LG

Email: uk.customer.relations@chartis.com

To help us to deal with your comments quickly, please quote your Policy/Claim Number and Policyholder/Insured Name. We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer any dispute to the Financial Ombudsman Service who will review your case. The address is:

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