

Summary of cover - iConstruct Business Insurance Policy

This is a summary of the 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. This summary is provided to you for information purposes only and does not form part of your insurance contract. Unless specifically agreed to the contrary this policy is subject to English law. Please refer to policy wording for full details.

Duration of Policy

You do not have any cancellation rights and the Policy will remain in force for 12 months from date of commencement, or as otherwise shown on your Policy Schedule of insurance.

Employer's liability - Section 1

This insurance protects you against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.

Significant Features & Benefits applying to Employer's Liability

Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Extends whilst temporarily outside the above territories in the course of employment whilst engaged in non-manual work

Covers private work carried out for directors or executives with the consent of the Insured

Indemnity to principal

Unsatisfied Court Judgements

Health and Safety at Work Act and Corporate Manslaughter defence costs

Cross liabilities clause

Court attendance costs

Main conditions

Provision and observance of Personal Protective Equipment

Risk assessment & method statement condition

Significant & Unusual Exclusions or Limitations applying to Employer's Liability

Cover is for any one claim or series of claims arising out of one occurrence, all costs and expenses paid are included within the limit

Offshore work (unless required by compulsory insurance regulations to make a payment in respect of Injury then the limit is restricted to £5million)

Road traffic Act legislation

Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

Radioactive contamination

Punitive, multiplied or exemplary damages

Terrorism (other than the statutory limit of £5m under the EL section) and War

Public liability - Section 2

Cover is provided in respect of legal liability in connection with your business to pay compensation including legal costs for:

- Accidental death or injury to any persons excluding employees
- Accidental loss or damage to third party property

Significant Features & Benefits applying to Public liability

Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business

Indemnity to principal

Motor vehicles tool of trade risk

Motor contingent liability

Movement of obstructing vehicles

Defective Premises Act

Leased or rented premises

Data Protection Act defence costs

Health and Safety at Work Act and Corporate Manslaughter defence costs

Cross liabilities clause

Court attendance costs

Main conditions

Mandatory search for existing infrastructure

Work involving bona fide sub-contractors

Application of heat precautions

Risk assessment & method statement condition

Significant & Unusual Exclusions or Limitations applying to Public liability

The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property

Public Liability is for any one claim or series of claims arising out of one occurrence, which does not exceed in the aggregate the limit of liability stated in your Policy Schedule, but unlimited in the period of insurance. All costs and expenses are payable in addition to your insured limit

Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place

Any losses arising out of your responsibilities under the Road Traffic Act

Professional Indemnity

Property in your care custody and control

Contractual liability

Arising out of hazardous (to human health) component building material

Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

Radioactive contamination

Punitive, multiplied or exemplary damages

Terrorism (other than the statutory limit of £5m under the EL section) and War

Products liability - Section 3

Cover is provided in respect of legal liability in connection with your business to pay compensation including legal costs for accidental injury or accidental loss or damage caused by products supplied by you

Significant Features & Benefits applying to Products liability

Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and anywhere else in the world with the exception of the USA and/or Canada for goods supplied by you

Indemnity to principal

Consumer Protection Act and Food Safety Act defence costs

Health and Safety at Work Act and Corporate Manslaughter defence costs

Cross liabilities clause

Court attendance costs

Significant & Unusual Exclusions or Limitations applying to Products liability

The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property

Products Liability claims are limited in total to the limit stated in your Policy Schedule. All costs and expenses are payable in addition to your insured limit

Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place

Goods manufactured sold supplied to the USA and/or Canada unless denoted in your Schedule of insurance

Property in your care custody and control

Contractual liability

Arising out of hazardous (to human health) component building material

Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

Radioactive contamination

Punitive, multiplied or exemplary damages

Terrorism (other than the statutory limit of £5m under the EL section) and War

Contract works and employee tools - Section 4

Cover is provided for 'All Risks' protection for materials in the course of construction usually referred to as 'contract works'

Significant Features & Benefits applying to Contract works and employee tools	Automatically included
All risks cover for contract works	✓
Materials in transit to and from the contract site	✓
Free issue materials for which you are responsible	✓
Materials temporarily stored away from the contract site	✓
Completed properties awaiting sale for up to 3 months after completion	✓
Indemnity to a principal	✓

Main conditions

Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings

Stoppage of work

Series defects

Significant & Unusual Exclusions or Limitations applying to Contract works and employees tools

The policy excess as stated in your Policy Schedule in respect of loss of or damage

Theft of employee tools not adequately secured

Existing structures which existed on site prior to the commencement of the insurance

Property defective in material or workmanship design, plan or specification and subsequent damage caused whilst enabling repair.

Losses arising from the occupation of a structure prior to completion other than as a site office

Theft of non-ferrous metals unless specified in the schedule and permanently fixed to a structure

Contractors plant and equipment - Section 5

Cover is provided for 'All Risks' protection for owned and hired-in contractors' plant and equipment

Significant Features & Benefits applying to Contractors plant and equipment	Automatically included
All risks cover for owned contractors' plant at any location in the UK	Optional
All risks cover for hired in contractors' plant at any location in the UK	Optional
Legal liability under hiring conditions for hired-in plant	Optional
Continuing hiring charges	Optional

Main conditions

Security of contractors' plant and equipment

Significant & Unusual Exclusions or Limitations applying to Contractors plant and equipment

The policy excess as stated in your Policy Schedule in respect of loss of or damage

Theft of contractors plant and equipment not adequately secured

General liability/third party liability/employers liability

Abandonment howsoever occurring and from any cause whatsoever

Mechanical or electrical breakdown, failure, breakage or derangement

Plant underground

Dual/tandem lifting operations

Goods being lifted and any contents contained therein unless the item being lifted is an insured item

Business interruption/consequential loss/increased cost of working other than loss of hire charges as detailed herein

Overloading

Directors and officers liability - Section 6

Cover is provided in respect of wrongful acts committed by directors and officers of the Company

Significant Features & Benefits applying to Directors and officers liability insurance

Cover features and extensions

The Policy will pay legal defence costs and damages awarded against a director or officer of the company arising from a Wrongful Act by a director or officer of the Company

The Policy will pay legal costs and damages on behalf of the Company if the Company is legally permitted to indemnify the directors or officers

The Policy provides one aggregate limit of liability for all Claims reported during the Policy Period

The Policy is on a claims made basis and will only respond to Claims or circumstances discovered and notified to the insurer during the Policy Period

The Policy covers the directors and officers of the Company and all Subsidiaries at the Policy inception date and any new subsidiary companies acquired or created during the Policy Period whose assets do not exceed 20% of the Company's total assets

12 Months Extended Reporting Period available at 100% additional premium if Insurers do not renew the Policy

Main conditions

Prompt notification of a claim, claims or circumstances which might give rise to a claim

Significant & Unusual Exclusions or Limitations applying to Directors & officers liability

Bodily Injury and property damage

Pollution, except that the Policy provides £100,000 sublimated legal defence costs arising from pollution claims

Fraud, Dishonesty and illegal profits

Breach of Professional Services

Known claims or circumstances at the Policy inception date

Nuclear and War risks

Claims brought against the Directors or Officers by any shareholder owning 20% or more of the Company's shares

Claims arising from the public offering of the Company's share capital

Claims brought by the Company or by one insured person against another insured person, with exceptions for:

- Claims initiated by shareholders
- Employment Practice Claims
- Claims seeking contribution
- Claims brought by a liquidator or receiver
- Claims brought by a former director or officer

Claims arising from the Company's activities in the USA or Canada or Claims brought under the jurisdiction of the USA or Canada

Professional indemnity insurance - Section 7

Cover is provided in respect of legal liability for any negligent act, negligent error or negligent omission

Cover features and extensions

The policy will pay for costs and expenses for claims made against you for any negligent act, negligent error or negligent omission arising from your business activities and duties

The policy covers costs and expenses incurred in mitigating a claim or potential claim prior to the handing over of the contract works

The Policy is on a claims made basis and will only respond to Claims or circumstances discovered and notified to the insurer during the Policy Period

The policy also covers

- Infringement of copyright or patents
- joint venture / consortium legal liability
- prosecution defence costs
- vicarious liability
- costs incurred for adjudication

Main conditions

The requirement for sub-consultants and contractors to insure

Prompt notification of a claim, claims or circumstances which might give rise to a claim

Significant & Unusual Exclusions or Limitations applying to Professional indemnity

Cover restrictions and significant exclusions

Costs incurred without our prior consent

Turnover declared as non-design related

Liability for bodily injury /arising out of employment

Liability involving vehicles or property owned or occupied by you

Fraud, dishonesty or criminal act

Contractual Liability

Liability for undisclosed activities and duties

Directors and officers liability

Defective Workmanship Or Materials

Seepage and pollution and asbestos

Any exposure arising outwith the European Economic Area without our prior agreement

Contractual liability over and above the common law or implied by statute

Legal expenses insurance - Section 8

Cover is provided in respect of legal expenses incurred with the insurer's prior consent for actions in the UK

Significant Features & Benefits applying to Legal expenses insurance

Employment disputes	✓
Employment compensation awards	✓
Health and safety appeals	Cover Plus at extra cost
Legal defence	✓
Contract disputes and debt recovery	Cover Plus at extra cost
property disputes	✓
Court attendance	Cover Plus at extra cost
Tax protection	✓
Licence protection	Cover Plus at extra cost
Personal injury	Cover Plus at extra cost

Significant & Unusual Exclusions or Limitations applying to Legal expenses insurance

The policy excess as stated in your Policy Schedule

Claims incurred that you ought to have been aware of prior to the commencement of cover

Any costs or expenses incurred without prior approval of MSL Legal Expenses Limited

Claims arising from the use, ownership, hire, lease, sale or purchase of a motor vehicle

Acts of dishonesty, violence or fraud or any deliberate acts

Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Disputes with MSL Legal expenses Ltd and / or the subscribing insurers to this policy

Your right to complain

If you wish to make a complaint, please contact:-

Premier Commercial Limited, Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

Email: complaints@lloyds.com

Telephone +44 (0) 20 7327 5693 Fax +44 (0) 20 7327 5225

www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

For covers not underwritten at Lloyd's

Crawford Boyd LLB (Hons) ACII, Chartered Insurer, Underwriting Director, Premier Commercial Limited Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH Telephone 0131 370 4340 complaints@premco.co.uk | crawford@premco.co.uk

IMPORTANT NOTE

Premier Commercial Limited acts as a managing general agent for the underwriters and not for you.