



## VICTOR INSURANCE MULTI COVER CONTRACTORS POLICY SUMMARY OF COVER

The Victor Insurance Multi Cover Contractors Policy is an annual policy which has been designed to meet the insurance needs of business today and is delivered to you by Victor Insurance on behalf of Ageas Insurance Limited who underwrite this contract of insurance. It allows you the flexibility to select from a wide range of cover to provide you with the protection you need.

The standard cover may be varied to meet your individual needs and any variations from the standard will be detailed in any quotation given and thereafter in the policy schedule.

This document is a summary of the insurance cover provided by the Victor Insurance Multi Cover Contractors Policy and as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the policy document. A copy of which is available on request from your Insurance Adviser

This summary is provided to you for information purposes only and does not form part of your insurance contract.

The policy wording applicable is: Multi Cover Contractors v4 01 01 2021

#### FAIR PRESENTATION

You have a duty to make a fair presentation of all material facts and circumstances to us. Providing us with inaccurate information or failing to tell us of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

### The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the 'Underwriters'), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
VI017	All Sections	Ageas Insurance Limited Registered address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA Registered in England and Wales No 354568 Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial services register No 202039.	100%

# Section 1 – Property Damage

Cover: Accidental loss, destruction or damage to the property insured at the premises Subsidence is an optional extension

Cover includes:

- Capital Additions automatic cover up to 10% of the total Buildings and Contents sum insured or £500,000, whichever is the lower, for newly acquired or newly built buildings or machinery or alterations, additions and improvements (excluding appreciation in value)
- Debris Removal –Costs and expenses for removing debris following a loss
- Additional costs of reinstating the property insured which are incurred solely to comply with European Union Legislation, Act of Parliament or bye laws of any Public Authority.
- Damage to contents or stock at exhibitions anywhere in Europe up to 7 days' duration: £25,000 any one occurrence.
- Loss of Metered Water following accidental discharge from a metered water system: £25,000 any one claim (excluding any unoccupied building or where the loss is not discovered within 120 days)
- Necessary costs incurred for professional fees incurred in reinstating or repairing property insured following Damage.
- Temporary removal of property insured for cleaning, renovation or repair: up to 25% of the contents sum insured
- Theft damage to buildings, for which you are responsible, following forcible and violent means (excluding any unoccupied building).
- Trace and Access costs and expenses incurred in locating the source of damage caused by escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation: £25,000 any one Period of Insurance
- Cost of replacing locks and keys to the buildings, providing the keys were stolen from the building or the private residence of any employee: £1,000 any one period of insurance.
- Accidental breakage of fixed glass

Significant Exclusions

- Gradual deterioration or wear and tear, frost damage, defective design or materials
- Defective workmanship or operational error by you or any of your employees
- Explosion of any boiler (other than a boiler being used for domestic purposes) in which the internal pressure is due to steam only and which you own or control
- Damage to gates and fences
- Damage to moveable property in the open by wind, rain, hail, sleet or snow, flood or dust
- Damage whilst any building is unoccupied caused by escape of water, malicious persons, theft or attempted theft
- Losses resulting from Terrorism

Key Conditions:

- Fire Extinguishing Appliances: you must maintain all fire extinguishing appliances in proper working order
- Minimum Security Condition for full detail please refer to your Policy Wording

# Section 2 – Business All Risks

Cover: Accidental loss, destruction or damage to the property insured anywhere in the Territorial Limits.

Cover includes:

• Automatic Reinstatement of Sum Insured

Significant Exclusions:

- Gradual deterioration and wear and tear.
- Theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.
- Damage whilst any building is unoccupied caused by escape of water, malicious persons or theft
- Damage to money
- Losses resulting from Terrorism

# **Section 3 – Contract Works**

Cover: Accidental loss, destruction or damage to the property insured anywhere in the Territorial Limits.

Cover includes:

- The interest as joint insured of any Employer or contractor, as required by the conditions of the contract
- Your liability to pay continuing hire charges for hired in plant damaged and covered under this policy, up to the limit shown in the schedule
- Debris Removal: up to 25% of the estimated original contract price
- Additional costs of reinstatement which are incurred solely to comply with European Union Legislation, Act of Parliament or bye laws of any Public Authority.
- Reasonable costs and expenses incurred for overtime, night work, work on public holidays, special delivery to reinstate or repair damage to property: up to 25% of the amount that reinstatement or repair would have cost if these expenses had not been incurred.

- Costs incurred in respect of recovery or withdrawal of plant accidentally immobilised on or adjacent to any contract site
- Damage to any plant hired or loaned to a third party to the extent of the contract conditions: up to £25,000 any one loss
- Indemnity to Principals
- No Excess in respect of theft of a vehicle which is fitted with an activated operational Thatcham approved security device
- Replacing the cylinder of the lock on any immobilising device, where the keys to that lock are lost or stolen: up to £500 any one loss
- Offsite storage of materials that are separately stored and identified for inclusion in any contract: up to £1,000 for non ferrous metals or £100,000 for any other materials where they are not included in any interim certificate
- Professional fees incurred in reinstating, repairing or replacing works following damage
- The cost of re-writing or re-drawing plans or drawings following damage: up to £50,000 any one loss
- Damage to show properties and their contents: contents up to £50,000 any one property
- Damage to any private dwelling erected on a speculative basis: up to the date the property is sold, leased or rented out or 180 days from the practical completion date, whichever is the earlier
- Waiver of subrogation rights, as required by any standard JCT form of contract.

Significant Exclusions:

- Damage to any part of the permanent works which has been taken into use or been completed and handed over to the employer or for which a certificate of completion has been issued, unless occurring whilst carrying out your obligations during the maintenance period or within 14 days of the issue of a certificate of completion.
- Gradual deterioration, wear and tear, rust or mildew.
- Damage to any item of plant due to its own mechanical or electrical breakdown
- Damage to
  - existing structures
  - o Money
  - Any mechanically propelled vehicle or mobile plant licensed for road use and for which a certificate of motor insurance is required, other than a vehicle being used solely as a tool or trade.
  - Tyres caused by braking, punctures, cuts or bursts
- Damage by disappearance or shortage discovered only when an inventory is taken or which is not traceable to an event
- Liquidated damages, fines or any other penalties under contract for delay on non completion.
- Theft or attempted theft by the policyholder or their employees
- Theft of unfixed non ferrous metals unless at the time of theft an authorised employee or agent is actually on site or such property is contained in a securely locked container or building.
- Losses resulting from Terrorism

Key Conditions:

- Unattended Vehicles for full details refer to your Policy Wording
- Overnight Vehicle Security for full details refer to your Policy Wording

# Section 4 – Money

Cover: Loss of Money, which belongs to you or for which you are responsible:

In Transit	£	5000
In any bank night safe	£	5000
In Your Premises during Business hours	£	5000
In Your Premises outside Business hours in a locked safe or strong room	£	1000

In Your Premises outside Business hours not in a locked safe or strong room	£	250
In Your home or that of any authorised Employee	£	500
On contract sites while You or Your Employees are working there	£	500

Additional limits are available on request

Cover for bodily Injury to the policyholder or any partner, director or employee caused by theft or attempted theft involving violence or the threat of violence.

Significant Exclusions:

- Shortages due to clerical or accounting errors
- Loss due to dishonesty of any director, principal or employee not discovered within 7 working days
- Loss from any unattended vehicle
- Loss from any gaming or vending machine, unless specifically shown in the schedule
- Money in the custody of any security company
- Money during transit by unregistered post.

Key Conditions:

- Outside business hours, keys to the safe or strongroom must be removed from the premises
- Money in transit in between £2,000 and £5,000 must be accompanied by two persons who are partners, directors or employees. Additional requirements will apply where cover in excess of £5,000 has been granted.

# **Section 5 – Goods in Transit**

Cover: Damage to property insured whilst in transit in or on any vehicle including loading and unloading and whilst temporarily stored during the course of transit.

Cover includes:

- Sheets, ropes and packing materials on the vehicle
- Personal Effects belonging to you or your driver in any vehicle up to £500 any one occurrence
- Tools in any vehicle whilst temporarily stored during transit up to 30 consecutive days
- Debris Removal, including recovery charges, following collision with any object. Limit £10,000 any one occurrence.

Significant Exclusions:

- Damage caused by:
  - Defective or inadequate packing
  - o Delay
  - The property's own electrical or mechanical breakdown
- Damage to audio and visual equipment, computer hardware and software and non ferrous metals
- Theft from any unattended vehicle, unless locked and secured with the keys having been removed from the vehicle
- Theft from any unattached trailers unless they have anti-hitching devices fitted and they are put into effect.

# Section 6 – Employee Dishonesty

Cover: Loss of insured property as a result of an act of fraud or dishonesty committed by an employee

Cover includes:

- Investigation costs solely to substantiate the amount of any claim
- The cost of reinstatement of electronic data if such data was stolen or lost during the execution of a valid clam.

Significant exclusions:

• Loss caused by any employee who you do not have the right to supervise and direct

## **Section 7 – Business interruption**

Cover: Loss of gross profit following interruption or interference with the business occurring during the period of insurance at the premises as a result of damage up to the indemnity period

Cover includes:

- Increase in cost of working following damage in order to avoid a reduction in turnover
- Claim payments on account during the indemnity period if required
- Fines or damages for non completion or late completion of orders incurred solely due to the damage; up to £50,000 any one claim
- Auditors and professional accountants fees incurred in producing information required by Insurers for investigating a claim
- Optional Indemnity periods of 12, 18, 24 or 36 months

Optional Extensions available for:

- Loss resulting from damage at the premises of specified or unspecified customers or suppliers
- Failure of Utilities failure of electricity, gas, water and telecommunication supplies at the terminal ends of the suppliers' feed to the premises
- Loss resulting from Notifiable Disease at the premises, Vermin, Pest and Defective Sanitation and Murder or Suicide

Significant exclusions:

Losses resulting from Terrorism

## **Section 8 – Book Debts**

Cover: Loss in consequence of you being unable to trace or establish outstanding debit balances in customers' credit accounts following damage to books of account or other business books or records at the premises.

Cover includes:

• Professional accountants' charges for producing information required by insurers for investigating a claim.

Key Conditions:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

• All business books or books on account must be kept in a fire resisting safe or cabinet when not in use.

# Section 9 – Terrorism

Optional cover available for premises in England, Scotland and Wales

# Section 10 – Employers' Liability

Cover: Your legal liability to pay compensation in respect of accidental bodily injury to any employees arising in the course of their employment.

Cover includes:

- A standard Limit of Indemnity of £10,000,000 including costs and expenses
- Legal Expenses arising from Health and Safety legislation
- Legal Expenses arising from Corporate Manslaughter legislation
- Any person under a work experience or training scheme
- Cover in
  - Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - Any country which is a member of the European Union in respect of temporary business carried out by any employee normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - Elsewhere in the world in respect of temporary business journeys which do not involve manual labour (or the supervision thereof) by any person normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Significant exclusions:

- Bodily injury sustained by any employee carried in or on a vehicle
- Cover for Acts of Terrorism is limited to £5,000,000

## Section 11 – Public and Products Liability

Cover: Your legal liability to pay compensation in respect of accidental bodily injury or accidental damage to property arising in connection with the business

Cover includes:

- Costs and expenses in addition to the Limit of Indemnity (other than for claims brought in the USA or Canada where the limit of indemnity is inclusive of costs and expenses)
- liability in respect of accidental bodily injury or damage to property imposed on you solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in us
- indemnity to each party named as the policyholder in the schedule as if a separate policy had been issued to each.
- legal liability for accidental damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of the policyholder.
- Legal Expenses arising from Health and Safety legislation
- Legal Expenses arising from Corporate Manslaughter legislation

Significant Exclusions:

• Loss or damage to property in your custody or control

- Cover for Acts of Terrorism is limited to £2,000,000
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance
- Liability arising from advice, instruction, consultancy, design, formula or specification provided separately for a fee or under a separate contract or for which a fee would normally be charged
- Liability arising from the ownership or use of any motor vehicle, trailer or plant in circumstances where compulsory motor insurance is required
- Costs incurred in repairing, removing, replacing, reapplying, rectifying or reinstating works or products supplied
- Costs incurred in recalling or making refunds for works or products supplied

# Section 12 – Personal Accident

Cover: Compensation for accidental bodily injury to any Insured Person

The standard benefits are specified in the following table and represent one unit of cover. A Maximum of 5 units of cover are allowable:

Death	£20,000
Loss of sight or hearing	£20,000
Loss of limb	£20,000
Permanent total disablement	£20,000
	£200 per
Temporary total disablement	week
Temporary partial	£100 per
disablement	week

Significant exclusions:

- Disability due to a gradually operating cause
- Suicide or attempted suicide
- The Insured Persons own criminal act
- Various hazardous activities
- The effects of alcohol or drugs

# Conditions applicable to the whole policy

Principal Conditions are listed below. For a full list of conditions please refer to the policy documents.

### **Cessation of Work**

If construction work at any contract site is suspended or stopped, you must notify us within 30 days of the suspension or stoppage.

#### **Reasonable Precautions**

You shall take all reasonable care:

a for the safety of the Property Insured

b to prevent accidents or disease

c to comply with all statutory obligations and regulations imposed by any authority

d to prevent the sale or supply of goods which are defective in any way

e to maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.

## Fraud

We will not indemnify you for any claim that is deliberately exaggerated or where you or anyone acting for you uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If you or they do, or attempt to:

- a We will cancel this Policy from the date of the fraudulent act
- b We will not refund any premiums
- c all benefit under this Policy shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

### Cancellation

Your Cancellation Rights

During the first period of insurance, you have the right to cancel this policy within 14 days of:

a receipt of the policy wording and schedule or

b the inception date of this policy

whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation.

Cancellation will take effect from the date that we or your agent receives your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim. We will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this policy.

You may cancel this policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. You will be entitled to the return of a proportionate part of the premium paid in respect of the

unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. If a claim has been made, we will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

i there has been an incident known to you which may give rise to a claim or

ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

### Our Cancellation Rights

The cover provided by this policy shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the business
- b the business is permanently discontinued
- c your interest ceases other than as a result of your death

unless we agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, we also have the right to cancel this policy at any other time by sending 14 days' notice in writing to your last known address. Reasons for cancellation under this condition may include but are not limited to: i a change to the risk which makes it one we would not normally accept

ii you failing to co-operate with or provide information to us which affects our ability to

in you failing to co-operate with or provide information to us which affects our ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. If a claim has been made, we will deduct the cost of the claim

(or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

a there has been an incident known to you which may give rise to a claim, or

b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

## **Claim Notification Information**

If anything happens which may result in a claim being made:

Contact Victor Insurance on 0345 605 0994, quoting *Your* Policy number in full (including any letters before and after the numbers). Alternatively *You* can write to Victor Insurance, PO Box 605, Cardiff, CF11 1NX or email <u>victor-hub@cl-uk.com</u>.

Do

- Have details of *Your* Policy number ready when notifying *Us. You* can find the Policy number on The Schedule.
- Report any incidence of loss of money, theft or attempted theft or *Damage* by malicious persons to the police immediately. *You* should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to Your Property to prevent further loss. Please retain all invoices for work carried out.
- Notify *Us* of any claim or any incident which may lead to a claim as soon as possible. The sooner *We* are involved, the more opportunity *We* have to resolve the claim to *Your* satisfaction. *You* must notify *Us* within seven days if the incident relates to *Damage* by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
- For incidents involving *Damage* to other people's *Property* or *Bodily Injury* to others; send Marsh Limited written details of the incident along with the names and addresses of any witnesses immediately. Marsh Limited will inform *You* of the action to be taken and where to send any additional information requested. Ensure that any letter, notice or other document received is unanswered and unacknowledged; immediately send it to the address Marsh Limited have advised.
- Ensure that *You* also send unanswered and unacknowledged any written claim, writ, summons or other documentation relating to a claim to the address provided by Marsh Limited and tell them of any pending prosecution, coroner's inquest or fatal accident inquiry. *You* must also provide full details of any verbal claims made against *You*.
- Ensure that any *Bodily Injury* to an *Employee* is reported to *Us* regardless of whether a formal claim has been made against *You*. We can then decide whether *We* need to investigate or provide advice to *You*.

### Don't

- Dispose of any evidence or damaged items We may wish to see them.
- Delay sending in the claim form until *You* get the estimates simply tell Marsh Limited on the form that they are being obtained, and send them to Marsh Limited when *You* have them.
- Admit or deny responsibility for any incident involving *Injury* to others or *Damage* to their Property.

What we will need

- If Your Property is lost, damaged or stolen, to consider the claim We will typically need:
- Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- Any available photographs, taken before and after the event, showing the *Property* would be useful.
- At least two estimates for the replacement of lost, damaged or stolen items or, if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the *Damage*.

For some types of claim We may require the following:

- evidence of bona-fide subcontractors' own public liability insurance
- evidence of inspection and waste removal at *The Premises*
- medical reports or similar evidence.

### How to Make a Complaint

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. In the event that you remain dissatisfied and wish to make a complaint, you can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate your complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case we will notify you upon receipt of your complaint. Making a complaint does not affect your right to take legal action.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of our final decision letter.

You can also ask the Ombudsman to review your case if we have not provided you with a final decision within eight weeks of receiving your complaint.

The Ombudsman can help with most complaints if you are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- A charity which has an annual income of less than £6.5 million\*;
- A trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;
- A guarantor

\* at the time you refer your complaint

If you are unsure whether the ombudsman will consider your complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

#### **Financial Services Compensation Scheme**

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

#### **Privacy Notice**

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link: <u>https://www.marsh.com/uk/privacy-notice.html</u>

A copy of the Ageas Insurance Limited up to date Privacy Notice can be viewed using the following link: <u>https://www.ageas.co.uk/privacy-policy</u>, or contact the Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email <u>thedpo@ageas.co.uk</u>

#### Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

#### Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **Ageas Insurance Limited**

#### **Registered Office Address**

Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.