



Contractors Combined Policy Summary

This document provides a summary of the significant features, benefits and limitations of the cover provided by DUAL Oliva Limited Contractors Combined policy. For full details of the cover including complete terms, conditions and exclusions, please refer to the policy documents.

Type of Insurance and cover

A combination of Employers' Liability, Public and Products Liability, Contractors' 'All Risks', Own and Hired in Plant, Employees Tools, Directors & Officers, Legal Expenses, eIXtr & Oliva DNA+

Employers' Liability

This policy protects against companies damages and legal costs that arise as a result of claims from employees suffering an injury or disease due to, and during their employment

Public and Products Liability

Cover is provided in respect of legal liability to pay compensation including legal costs for

- accidental death or personal injury to any person excluding employees
- accidental loss or damage to third party material property

Contractors' 'All Risks'

Provides 'all risks' protection for materials usually referred to as 'contract works'

It can also provide cover for own and hired in contractors' plant and employees' personal tools and effects

The standard duration of this non-investment insurance contract is 12 months

Directors & Officers Liability

Cover is provided to the Directors and Officers of the Insured, or to the Insured itself, as indemnification for losses or advancement of defence costs in the event an insured suffers such a loss as a result of a legal action brought for alleged wrongful acts in their capacity as directors and officers.

Legal Expenses

Provides cover to pay for defence legal costs, professional costs and awards of compensation arising out of your commercial activities

eIXtr

This product provides online employment, business and health and safety legal information service

Oliva DNA+

This product helps protect your plant, tools and premises against theft through the use of forensic coding crime reduction technology and signage to deter thieves

Significant Features & Benefits

Employers' Liability

- Standard cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million (restricted to £5 million in respect of terrorism).
- Indemnity limits of up to £25 million available upon request.
- Covers employees temporarily working overseas.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to principal included
- Covers private work carried out for directors or executives.
- Legal costs including those arising from criminal charges brought under the Health & Safety at work Act 1974.
- Full protection against legal action World-wide

Public and Products Liability

- Cover applies World-wide (excluding products exported to USA/Canada)
- Contractual liability for both Public & Products Liability
- Indemnity limit of up to £10 million available
- Cover includes liabilities incurred in connection with
 - Health and Safety at Work Act 1974
 - Food Safety Act 1990
 - Consumer Protection Act 1987
 - Defective Premises Act 1972
 - Data Protection Act 1984
- Indemnity for Directors, employees and principals included
- Personal liability overseas applies
- Compensation and claimants costs against libel and slander by in-house and trade publications automatically included
- Includes cover for cross liabilities
- Temporary JCT 6.5.1. cover included for 30 days from start of the contract
- Full JCT 6.5.1. extension available upon request
- Contingent motor liability cover applies
- Includes court attendance costs of
 - Any Director or Partner (£250 per day limit)
 - Any employee (£100 per day limit)

Contractors' 'All Risks'

- 'All Risks' cover for the contract works on site up to handover and 14 days thereafter where required by contract
- Cover for up to 180 days following completion of a speculative builds awaiting sale
- Transit to and from the contract site (other than by sea or air)
- Up to 12 months restricted cover following handover during the maintenance of defects liability period where required by contract
- 'Free issue materials' for which the Insured is contractually responsible
- Contract materials stored away from the contract site
- Show homes and show home contents automatically included
- Indemnity to principal where required by contract conditions
- Waiver of subrogation against sub-contractor where required by JCT contract conditions
- Expediting expenses
- Debris removal
- Professional fees
- Costs of clerical labour and materials redrawing plans

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020 7337 9888

Optional covers available

- Owned contractors' plant at any location in the UK
- Insured legal liability under hiring conditions for hired in plant
- Employees' personal tools and effects whilst on contract site

Directors & Officers Liability

- Claims up to the limit of liability shown in the schedule and in the aggregate in respect of any one period of insurance
- Defence costs against Corporate Manslaughter allegations
- Definition of Insured now extended to include all employees
- Pollution; Bodily Injury & Property Damage; Professional Services; and Insured vs Insured exclusions removed as standard
- Pre-claim advisory cover will fund the guidance that Directors need to defend their actions should shareholders seek to remove them from the board.
- Cover innovations include pandemic coverage, terrorism, data breaches and bespoke protections designed for family-run businesses.

Legal Expenses

Covers legal or professional costs up to the limit shown in the schedule for a claim which arises in the UK for the following covers:

- Disputes with suppliers and customers over a construction contracts or non-construction contracts for the sale or supply of goods or services
- Criminal prosecution defence including appeals against improvement notices under Health and Safety and Food Safety Acts
- Employment disputes – from a prospective employee, employees or ex-employees and indemnity for awards of compensation providing the advice of the legal line has been sought and followed
- Tax prosecution plus VAT and aspect investigations
- Property disputes – possession of property, the terms of a tenancy agreement or alleged negligence or nuisance of the property
- Data Protection Act – includes indemnity for awards of compensation
- Personal injury – to pursue a claim for compensation
- Wrongful arrest defence – to defend claims alleging arrest or malicious prosecution
- Jury service allowance £100 per day
- Pension Trustee Defence – defence against claims relating to any capacity held as a trustee of a pension fund for the benefit of employees

This cover also provides access to a free unlimited advice line

Significant Conditions & Exclusions

Employers' Liability

- Cover for any employee on any offshore installation or support of accommodation vessel for any offshore installation
- Cover for any employee who is in transit to, from, or between any offshore installation or support or accommodation vessel for any offshore installation

Public and Products Liability

- Damage to that part of any property where it's the direct result of work carried out by the Insured
- Damage to property held in trust except for
 - Personal effects
 - Buildings temporarily occupied by the Insured
 - Premises hired, leased, rented or lent to the Insured under agreement, which the Insured would not have been responsible for in the absence of such agreement
- The excess as shown in the schedule
- Product recall, replacement or guarantee
- Products sold or supplied:
 - To USA or Canada unless specifically agreed
 - For use in aircraft or spacecraft
- Liability for liquidated damages, fines or penalties which applies solely because of a contract
- Professional Indemnity
- Fines or penalties
- Punitive damages awarded by a Court of Law outside of the UK

Contractors All Risks

- Structures which existed on-site before the start of the contract works unless otherwise agreed
- Property defective in material or workmanship, design, plan or specification and subsequent damage caused whilst enabling repair
- Occupation of the contract works before completion other than as dwellings or offices
- Theft of unfixated non-ferrous metals of any description unless at the time of theft either
 - An authorised employee or agent of the Insured is actually on site
 - Such property is contained in securely locked hut or building
- Normal wear and tear
- Any loss or damage which occurs when two or more items of lifting plant share a single load
- Motor vehicles where not primary a tool of trade
- The excess shown in the schedule
- Damage by terrorism

Directors and Officers Liability

- Any existing or pending litigation
- Professional indemnity
- Taxes, fines or penalties
- Dishonest fraudulent criminal acts
- Pollution other than defence costs

Please note that the Directors & Officers Liability cover is a 'CLAIMS MADE POLICY'

Significant Conditions & Exclusions (Continued)

Legal Expenses

Contract Disputes

- Contracts where the rights or liabilities are incurred through an agent
- Employment contracts
- Contracts governed by the Consumer Credit Act 1974
- Contracts for the use of your property

Criminal Prosecution

- Arising from HMRC investigations
- Allegations of offences against the person or dishonesty
- Allegations of speeding or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences
- Any arrest where you did not have the opportunity to attend and did not attend the Police station as a volunteer

Tax Protection

- Technical or routine treatment matters.
- Defence of a criminal prosecution.
- Taxation proceedings arising out of negligent misstatements or omissions by you or a lack of reasonable care in keeping your business books and record.
- Investigations solely into earlier accounts or records.
- Where Corporation Tax and Income Tax Self-Assessment Returns are submitted outside statutory time limits
- Preparation or correction of a Self-Assessment return.
- Investigations by the Special Civil Investigations or Criminal Investigations Office of HMRC.
- Disputes concerning Working Families Tax Credit, National Minimum Wage, IR35 legislation.
- Where the Anti-Avoidance Intelligence Unit of HMRC are involved.

Property Disputes

- Payment of rent tax or service charges.
- Planning or building regulations.
- Renewal of Your tenancy agreement.
- A contract relating to your property (other than a tenancy agreement).

Wrongful Arrest

- Allegations made by employees or ex employees

General

- Any claims where you do not have reasonable prospects of success in your legal/tax case.
- Any costs incurred before we have consented to those costs being incurred
- Defence of civil legal proceedings arising from injury, loss/destruction of property, breach of professional duty or tortious liability (other than where specified)

Please note that the Legal Expenses cover is a 'CLAIMS MADE POLICY'

Complaints Procedure

How to Complain

If there is any occasion where service does not meet your expectations in the first instance please contact your Insurance Broker.

If **You** remain dissatisfied please contact DUAL:

In writing:

Head of Compliance

DUAL Corporate Risks Limited

107 Leadenhall Street

London EC3A 4AF

By email: complaints@dualgroup.com

By phone: +44 (0)20 7337 9888

In the first instance, DUAL will review **Your** complaint and hope to resolve the matter. DUAL will investigate the circumstances regarding **Your** complaint and write to **You** within four weeks with our response.

If **You** are not happy with the way DUAL has handled your complaint, **You** can refer your case to the Financial Ombudsman Service (FOS). This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

The FOS can be contacted at:

In writing:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

By email: complaint.info@financial-ombudsman.org.uk

By phone: 0800 023 4567/ 0300 123 9123

You can find information on the FOS at www.financial-ombudsman.org.uk

Please remember that **You** may have to refer **Your** complaint to the FOS within specific timelines. We will communicate the applicable timeline in our response to your complaint.

If the main insurer listed in the insurer details clause, is a Lloyd's syndicate the following will apply:

You should contact DUAL in the same manner than mentioned above, then in the first instance, DUAL will review **Your** complaint and hope to resolve the matter. DUAL will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with our response.

If **You** remain unhappy with the way DUAL has handled **Your** complaint, **You** may have the right to refer **Your** case to Lloyds.



If **You** wish to ask Lloyd's to investigate your complaint **You** may do so by contacting:

In writing:

Complaints Team
Lloyd's
One Lime Street
London EC3M 7HA
By Email: complaints@lloyds.com
By Phone: +44 (0)20 7327 5693
By fax: +44 (0)20 7327 5225
Website: 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 are not happy with the way DUAL and Lloyd's have handled your complaint, **You** can refer **Your** case to the Financial Ombudsman Service. The process to follow to contact the FOS is as stated above.

Making a complaint will not affect your legal rights.

The existence of this complaints procedure does not affect any right of legal action you may have against DUAL Corporate Risks Limited

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