



CHOICE INSURANCE AGENCY

CONTRACTORS LIABILITY INSURANCE POLICY SUMMARY

key facts

CONTRACTORS LIABILITY POLICY SUMMARY

This document is a policy summary and does not contain the full terms and conditions of the insurance contract. The full terms and conditions may be found in the policy document, a copy of which is available on request.

INSURER	Builders Direct S.A.
POLICY NUMBER	As stated in the policy Schedule.
PERIOD OF INSURANCE	As stated in the policy Schedule.

COVERS AVAILABLE

Section A - Employers' Liability.

The Insured's legal liability to pay damages and claimant's costs, fees and expenses for injury to an Employee arising in the course of his employment by the Insured and happening during the Period of Insurance.

The limit of indemnity is shown in the policy schedule.

Section B - Public Liability.

The Insured's legal liability to pay damages and claimant's costs, fees and expenses for accidental injury to a third party or accidental damage to property belonging to a third party arising in the course of the business of the Insured and happening during the Period of Insurance.

The limit of indemnity is shown in the policy schedule.

Section C - Products Liability.

The Insured's legal liability to pay damages and claimant's costs, fees and expenses for accidental injury to a third party or accidental damage to property belonging to a third party arising out of the Insured's Products and happening during the Period of Insurance.

The limit of indemnity is shown in the policy schedule.

Section D - Personal Accident.

Scheduled benefits in the event of bodily injury sustained by an Employee while engaged in working for the Insured (including during the Employee's lunch break but excluding while commuting between the Employee's home and place of work) and happening during the Period of Insurance:

- | | |
|---|--------------|
| 1. Accidental Death | £ 10,000 |
| 2. Total and irrecoverable loss of sight in one or both eyes | £ 10,000 |
| 3. Loss of one or more limbs | £ 10,000 |
| 4. Permanent Total Disablement | £ 10,000 |
| 5. Temporary Total Disablement | 75% per week |
| of the Employee's normal gross weekly wage during such disablement (not exceeding 52 weeks in all) and commencing 7 days after the date on which the Employee first became disabled | |
| 6. Temporary Partial Disablement | 40% per week |
| of the Employee's normal gross weekly wage during such disablement (not exceeding 52 weeks in all) and commencing 7 days after the date on which the Employee first became | |

disabled

Section E - Contract Works

Physical loss or damage to contract works, hired-in plant and equipment, plant, temporary buildings and other property, personal effects and tools, as scheduled, belonging to or hired in by the Insured or an Employee and happening during the Period of Insurance.

The sums insured are shown in the policy schedule.

EXTENSIONS

Employers' Liability

Extension 1 Unsatisfied Court Judgements

Public Liability

Extension 8 Overseas Personal Liability

Employers', Public and Products Liability

Extension 5 Cover for Other Persons

Extension 9 Manslaughter and Culpable Homicide

Contract works

Extension 3 Expediting Expenses

Extension 14 Show houses.

Extension 15 Speculative housing.

SIGNIFICANT LIMITATIONS

Employers' Liability

The maximum limit in respect of Asbestos or Terrorism claims will not exceed £5,000,000.

Personal Accident

Payment will not be made under more than one of benefits 1, 2, 3 and 4 for injury arising from any one accident and the maximum amount payable to an Employee in the Period of Insurance will not exceed £ 10,000

SIGNIFICANT AND UNUSUAL EXCLUSIONS

Employers' Liability

Exclusion 2 Offshore Work.

Public liability

Exclusion 5 Damage to property belonging to the Insured or in their care, custody or control.

Products Liability

Exclusion 2 Failure to perform.

Personal Accident

Exclusion 1 the first 7 days of each and every temporary disablement.

Exclusion 3 the use of power tools.

Exclusion 4 any pre-existing condition, sickness or disease, degenerative condition, post traumatic stress.

Exclusion 8 any Persons under 16 or over 65 years of age.

Contract Works

Exclusion 1 Asbestos.

Exclusion 4 Directional drilling operations.

CANCELLATION

In the first year of this insurance the Insured may cancel this policy within 14 days of receiving the policy document or from the inception date of the policy (whichever date is the later) and receive a full refund of the premium paid providing there have been no claims either paid reported or outstanding. The Insured may cancel the policy at any time after this 14 day period but the Insurer reserves the right not to allow a return of premium.

CLAIMS PROCEDURE

All claims under this insurance are to be notified to Us using one of the following methods and quoting the policy number:

Write to: Caytons Law, 85 Gracechurch Street, London, EC3V 0AA
Telephone: 0207 398 7600
E-mail: mgamclaims@caytonslaw.com

You must not admit liability or offer or agree to settle any claim without Our written permission.

COMPLAINTS PROCEDURE

We aim to provide the highest quality of service to Our customers at all times but We recognise that complaints may arise as part of the normal course of business. Understanding and acting on the cause of complaints can provide Us with an opportunity to improve the service We provide.

If You feel that We have failed to provide You with the best service please let Us know immediately. We take all customer complaints seriously and We are committed to resolving Your complaint quickly, openly and fairly.

How to Complain

If You are dissatisfied with any aspect of the handling of Your insurance, We would ask You in the first instance to contact the insurance agent or intermediary from whom You purchased Your policy. If You remain unhappy and feel the matter has not been resolved to Your satisfaction, You may refer a complaint to the Complaints Manager, Choice Insurance Agency Limited, Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE or via email at Complaints@ChoiceInsuranceAgency.com. If You still remain unhappy and feel the matter has not been resolved to Your satisfaction You may refer a complaint to MGAM Limited by email: complaints@mgamutual.com

How They Will Handle Your Complaint

Step 1: They will try to resolve Your complaint immediately:

They will look into Your complaint and will aim to resolve Your concern immediately.

Step 2: Within 5 working days of receiving Your complaint:

If they are unable to resolve the matter immediately, they will send You an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting You throughout Your complaint.

Step 3: Within 8 weeks of receiving Your complaint:

They will endeavour to provide You with a final response explaining the outcome of their investigation and the next steps, or a letter confirming when they anticipate they will have concluded their investigation.

Step 4: Refer Your complaint to the Financial Ombudsman Service (FOS):

If after making a complaint You remain unhappy and feel the matter has not been resolved to Your satisfaction, You may be able to refer Your complaint to the FOS Service. You can contact them in one of the following ways:

- By telephone 0300 123 9 123
- By email at complaint.info@financial-ombudsman.org.uk
- In writing at: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR

Not all complainants may refer complaints to the FOS, but, for Our part We will treat all complainants equally and fairly.

The FOS may not be able to consider a complaint if You:

- have not provided Us with the opportunity to resolve it
- are a business with 10 or more employees and a group annual turnover of more than €2 million
- are a charity with an annual turnover of more than £1 million
- are a trustee of a trust that has net asset value of more than £1 million

Following these complaints procedures does not affect your rights to take legal action.

COMPENSATION SCHEME

We contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100% of the claim

For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim

Further information about compensation scheme arrangements is available from the FSCS or you can visit their website at www.fscs.org.uk

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU T: 0207 741 4100 or 0800 678 1100

PRIVACY NOTICE BY CHOICE INSURANCE AGENCY (THE INTERMEDIARY ACTING ON BEHALF OF THE INSURER)

The parties identified in **Your** Policy and the **Schedule** to the Policy, may hold and process personal data supplied by **You** where it is necessary to underwrite, administer, and fulfil obligations under the Policy including with regard to claims. Each of the parties are data controllers and/or processors with respect to the personal data they hold. We, and the parties, will always act in accordance with relevant data protection legislation and the rights of data subjects under such legislation. Where **You** provide Us with personal data **You** are confirming to Us that **You** are entitled to do so and have lawfully obtained the data.

Personal data will not be passed to any other third party except where **Your** consent has been given or where permitted by law. The parties will ensure that personal data is kept secure, is used only for the purpose for which it was supplied by **You**, and is retained only for as long as necessary.

If any person whose personal data was supplied pursuant to this policy would like further information please go to <http://www.choiceinsuranceagency.co.uk/privacy-policy>

We will respond to any such enquiry as promptly and fairly as possible providing contact details for any other party that may hold the personal data enabling the data subject to make further enquiries of those parties.