



Mi Specialty

# **Contractors' All Risks and Liability Combined Insurance Summary of Cover**

January 2024

# Contractors' All Risks and Liability Combined Liability Insurance Policy Overview

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## About Mi Specialty

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**This Insurance product has been arranged by Mi Specialty on behalf of the under noted Insurers named herein:**

Mi Specialty Ltd, Registered in England and Wales (No: 07313009). Registered office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA. Mi Specialty Ltd is authorised and regulated by the Financial Conduct Authority FRN: 969896. Mi Specialty Ltd is part of the Lloyd & Whyte Group.

## About Your Insurers

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**Sections 1 and 2 are underwritten by:**  
**Convex Insurance UK Ltd**

Convex Insurance UK Ltd is a limited company registered in England under company number 11796392. Registered Office: 52 Lime Street, London, EC3M 7AF. Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 840616).

**Section 3 is underwritten by:**  
**HSB Engineering Insurance Limited**

This Section is underwritten by HSB Engineering Insurance Limited. Registered in England and Wales No. 02396114. Registered Office: New London House, 6 London Street, London EC3R 7LP. Authorised and Regulated by the Financial Services Authority (FSA No. 202738).

**Section 4 is underwritten by:**  
**HDI Global Specialty**

This Section is provided by ARAG plc ("ARAG") who is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE.

ARAG is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority, firm registration number 452369.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FRN: 659331).

## About Your Insurance Broker

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Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the claims section of this document.

See also Section 7 – **Claims Procedure** and the **Enquiries and Complaints Procedure** of Your Policy Wording which is to be read in conjunction with this Policy Summary.

## Covers

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- **Employers Liability** – 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.
- **Public and Products Liability** – Cover is provided in respect of legal liability in connection with Your business to pay compensation including legal costs for:
  - (a) Accidental death or injury to any persons excluding employees
  - (b) Accidental loss or damage to third party property
  - (c) Accidental injury or accidental loss or damage caused by products supplied by You.
- **Contractors' All Risks** – Covers damage to contract works, own plant, hired-in plant and employees' tools in connection with the business.
- **Commercial Legal Expenses** – Covers Your legal costs and expenses if You become involved in a dispute that is covered by the policy.

# Policy Summary

## Contractors' All Risks and Liability Combined Insurance

The information provided in this policy summary is key information You should read.

This Policy Summary does not contain the full terms and conditions of Your Contractors' All Risks and Liability Combined Liability Insurance. The full terms and conditions can be found in the policy document.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p><b>Section 1 – Employers' Liability</b> (if selected) Employers' liability cover and associated costs and expenses up to the limit of liability stated in Your policy schedule.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of compulsory employers' liability laws.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by Us.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under this section, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.</p> <p>Offshore and Terrorism.</p> <p>There is no cover for any legal liability for damage, distortion, erasure, corruption or alteration of Electronic Data.</p>
<p><b>Section 2 – Public Liability and Products Liability</b> (if selected) Public liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Motor vehicles tool of trade risk</p> <p>Motor contingent liability</p> <p>Movement of obstructing vehicles</p> <p>Defective Premises Act</p> <p>Leased or rented premises</p> <p>Overseas personal third party liability</p> <p>Data Protection Act</p> <p>Product liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Extension cover available for legal costs and expenses in relation to criminal proceedings brought against you</p>	<p>The policy excess as stated in Your Policy Schedule.</p> <p>Defective Workmanship. Loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by us.</p> <p>There is no cover for loss arising from professional advice given by you for a fee.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos.</p> <p>Offshore and Terrorism.</p>

<p>under the Consumer Protection Act or Food Safety Act.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.</p> <p>There is no cover for loss arising from a Communicable Disease.</p> <p>There is no cover for any legal liability for damage, distortion, erasure, corruption or alteration of Electronic Data.</p>
<p><b>Section 3 Contractors' All Risks</b> (if selected)</p> <p>Damage to contract works, own plant, hired-in plant and employees' tools.</p> <p>Escalator clause allowing 20% increase in contract value.</p> <p>Re-writing plans and documents (limit of £25,000)</p> <p>Cover for free issue materials.</p>	<p>The excess shown in the schedule.</p> <p>Mechanically propelled vehicles licensed for road use (excluding vehicles primarily intended for use at contract sites).</p> <p>Loss arising from wear and tear or gradual deterioration.</p> <p>Damage once works completed and handed over unless in the maintenance period.</p> <p>Damage due to defective design, plans or workmanship.</p>
<p><b>Section 4 Commercial Legal Expenses</b></p> <p>The insurer will pay legal costs and expenses and employment compensation awards up to the sum shown in your policy schedule or as otherwise stated in the policy including the cost of appeals for the following:</p> <ul style="list-style-type: none"> <li>• employment disputes and compensation awards</li> <li>• employment restrictive covenants</li> <li>• tax investigations and VAT disputes</li> <li>• legal nuisance, trespass or damage to property</li> <li>• legal defence</li> <li>• compliance and regulation</li> <li>• statutory licence appeals</li> <li>• loss of earnings</li> <li>• claims involving your executives</li> <li>• contract &amp; debt recovery</li> <li>• crisis communication.</li> </ul>	<p>It must always be more likely than not that your claim will be successful.</p> <p>You must report your claim during the period of insurance and as soon as you become aware of circumstances that could lead to a claim.</p> <p>Unless there is a conflict of interest, we will choose the appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal.</p> <p>Legal costs, expenses or compensation awards incurred before we accept a claim.</p> <p>Costs that exceed the sum we would have agreed to pay a solicitor on our panel, if the insured chooses to use their own representative.</p>



## Claims

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Your claims under Sections 1 and 2 will be dealt with by:  
In the first instance claims should be notified to Your insurance broker.  
Your claims will be dealt with by Broadspire, By Crawford & Company.

Your claims should be notified to Broadspire by  
Telephone: 01908 302 011 or  
Email: [convexclaims@broadspiretpa.co.uk](mailto:convexclaims@broadspiretpa.co.uk)

Your claims under Section 3 will be dealt with by HSB

The Claims Manager  
HSB Engineering Insurance Ltd  
Cairo House  
Greenacres Road  
Waterhead  
Oldham OL4 3JA

Telephone: +44 (0)161 621 5555  
Fax: +44 (0)161 621 5507  
Email [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

Your claims under Section 4 will be dealt with by ARAG plc

A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by calling 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).

For full details of how to make a claim please refer to the Claims Procedure as shown under Section 4 of your policy document.

## Additional Information

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### Policy Limits

Higher Limits may be available on request. Please ask Your Insurance Broker for details.

### Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets Your needs and that You understand its terms, conditions, limits and exclusions.

If You wish to change anything or if there is anything You do not understand please notify Your Insurance Broker. If You fail to notify us of any changes You require, Your policy may not operate fully.

### Complaints Procedure

We aim to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact the Insurance Broker who arranged this Policy for You.

If Your complaint relates to Sections 1 or 2 You should contact:

Chief Compliance Officer, Lorraine Mullins:

[lorraine@convexin.com](mailto:lorraine@convexin.com)

Tel: +44 (0)7919 603210

Convex Insurance UK Limited

52-54 Lime Street

London EC3M 7AG

United Kingdom

The insurers will acknowledge the complaint promptly.

If Your complaint relates to Section 3 You should contact: in the first instance the Head of Mi Commercial Risks at:

The Commercial Manager

Mi Specialty Ltd

Affinity House

Bindon Road

Taunton

Somerset

TA2 6AA

Phone: + 44 (0) 20 7780 5850

*Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.*

If Mi Specialty Ltd are unable to resolve the complaint to Your satisfaction please send your complaint to:

The Commercial Manager

HSB Engineering Insurance Limited

Cairo House,

Greenacres Road,

Waterhead,

Oldham,

OL4 3JA

Phone 0161 621 5555

Fax 0161 621 5500

If Your complaint relates to Section 4, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. They can be reached in the following ways:

ARAG plc

9 Whiteladies Road

Clifton

Bristol

BS8 1NN

Phone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

If ARAG are unable to resolve Your complaint to Your satisfaction, then You can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction.

### **Compensation**

Mi Specialty Ltd, Convex Insurance UK Ltd and HSB Engineering Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)

### **Policy Duration**

The policy has a 12 month period of insurance (unless shown differently on Your policy Schedule), and is annually renewable.

### **Financial Services Register**

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768

### **Data Privacy Notice**

We may use personal information in order to write and administer this policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk Mi Commercial Risks are underwriting on Our behalf or services the being provided or to a claim that is being reported.

We are part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to Our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the insurer uses personal information. For more information, please refer to Our Data Privacy Notice, which can be found on:

#### **Sections 1 and 2**

[www.convexin.com](http://www.convexin.com)

#### **Section 3**

<https://www.munichre.com/HSBEIL/service/privacy-statement/index.html>

#### **Section 4**

ARAG plc: <https://www.arag.co.uk/cookie-policy/>

HDI Global Specialty: <https://www.hdi-specialty.com/int/en/legals/privacy>

#### **All Sections**

<https://www.mispecialty.com/data-protection/>



A paper copy of the full Data Privacy Notice can be obtained by contacting:

**Sections 1 and 2**

by email from  
[dataprotectionofficer@convexin.com](mailto:dataprotectionofficer@convexin.com) or by  
writing to:  
Data Protection Officer  
Convex Insurance UK limited  
52 Lime Street  
London EC3M 7AF

**Section 3**

by email from [dataprotection@hsbeil.com](mailto:dataprotection@hsbeil.com) or by  
writing to:  
Data Protection Manager  
New London House  
6 London Street  
London  
EC3R 7LP

**All Sections**

by writing to:  
The Commercial Manager  
Mi Specialty Ltd  
Affinity House  
Bindon Road  
Taunton  
Somerset  
TA2 6AA