

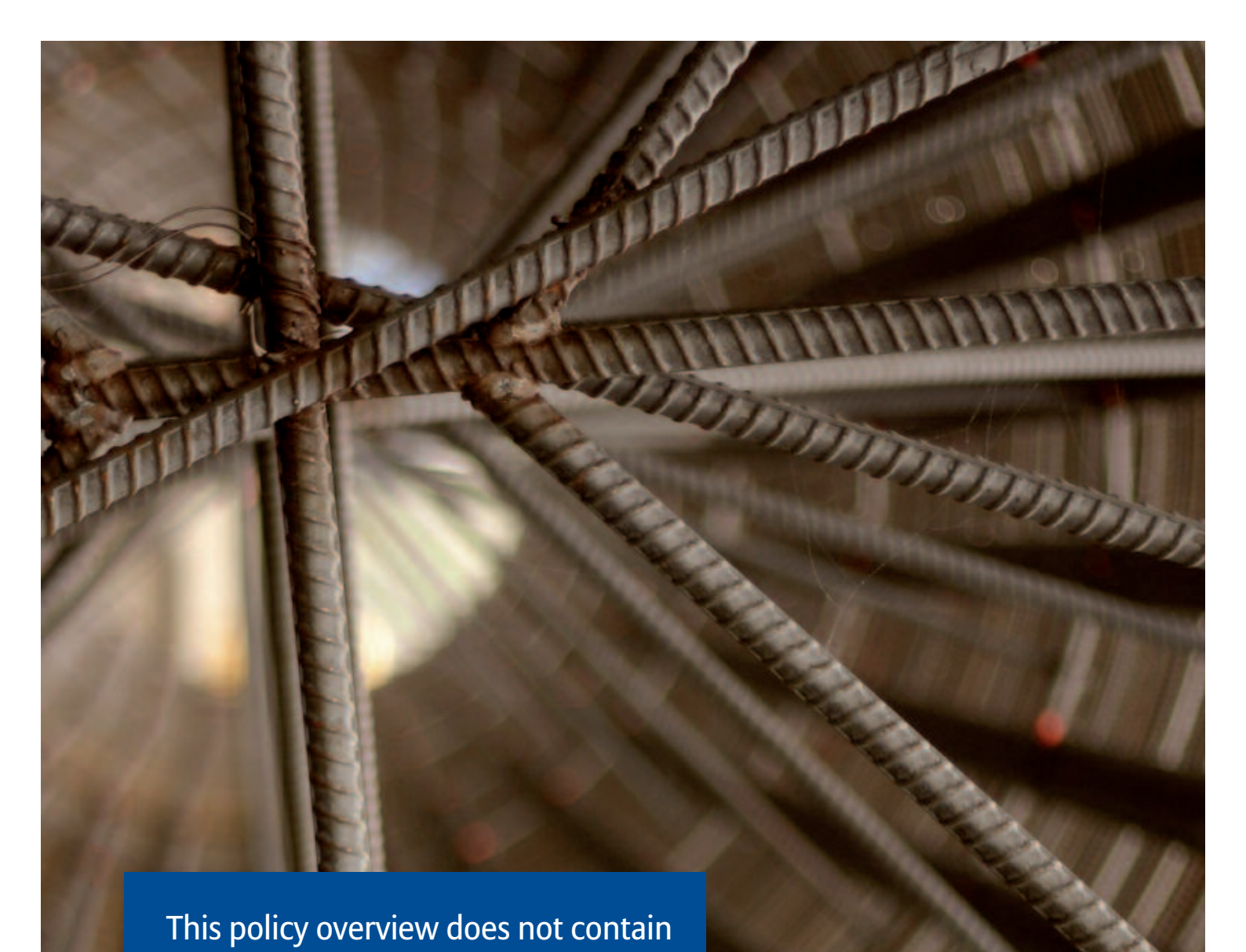
Select

Construction

Policy Overview & Proposal

Allianz Insurance plc | Commercial

Allianz 



This policy overview does not contain the full terms and conditions of the policy. These can be found in the policy document, a copy of which is available on request.

Construction Select

Introduction

Allianz Insurance plc is one of the UK's leading insurers, focused on servicing the general insurance needs of UK businesses.

As part of Europe's largest insurer we provide you with the peace of mind that comes from dealing with one of the most financially secure insurers.

Our professional, efficient and friendly people are committed to provide you with a high quality service.

In the event of having a claim, you will be in good hands. Our professional teams of claims handlers will deal with your loss promptly and seek flexible solutions to get your business back to full strength as soon as possible.

What is Construction Select?

The Construction Select Policy will cover you for 12 months and is annually renewable it is designed specifically to meet the needs of Construction firms.

The policy is underwritten by Allianz Insurance plc.

The policy wording is modern, up to date and offers covers specifically required by Construction firms. Public Liability and Legal Expenses are compulsory sections of cover.

The policy overview does not contain the full terms and conditions of the policy, which can be found in the policy document. Your insurance adviser or local Allianz office will be pleased to explain the policy cover in more detail.

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 adviser or the Allianz office that issued your policy. If you fail to notify us your policy may not operate or not operate fully.

Risk Management

One of the general conditions of the policy expects you to take reasonable precautions to prevent losses and to comply with statutory and other regulations.

Whilst insurance cover can compensate for financial loss arising from damage to property or injury to personnel, it does not compensate for the inconvenience that can be caused in the disruption to your business and the time spent in resolving the loss.

There are a wide range of measures which can be introduced as part of a risk management or loss prevention programme to prevent accidents and reduce the chances of loss or damage.

A self-assessment Risk Management Guide is available giving Construction firms advice and guidance on ways of preventing accidents or minimising such losses. For a copy, please contact your insurance adviser or local Allianz office.

Covers Available

Overview of Policy Cover

Public Liability £2m Limit of Indemnity (Compulsory Section)

- Covers damages awarded in respect of legal liability for third party injury or property damage plus all costs and expenses of litigation and claims costs
- Higher limits are normally available upon request
- Premium is annually adjustable

Standard Public and Products Liability Excesses:

- £1,000 Underground Services
- £500 Heat
- £350 All Other Claims

Employers Liability £10m Limit of Indemnity (Optional Section)

- Covers damages awarded in respect of legal liability for injury to employees, plus all costs and expenses of litigation and claims costs
- Higher limits are normally available upon request
- Premium is annually adjustable

Contractors All Risks (Optional Section)

- All Risks cover on Contract Works including accidental loss or damage and theft
- Annual contracts only
- Contract Works standard limit £500,000. Higher limits available upon request

Can be extended to cover:

- Own Plant and Tools
- Hired in Property
- Employees Tools and Personal Effects
- Temporary Buildings
- Terrorism

Standard Contractors All Risks Excesses:

- £1,000 Theft and Malicious Damage
- £350 All Other Claims
- £50 Employees Tools and Personal Effects

Standard Cover automatically includes:

- Legal costs under Health and Safety at Work Act and the Construction (Design and Management) Regulations
- Corporate manslaughter
- Contractual Liability for Employers, Public and Products Liability covers
- Unsatisfied Court Judgements for injuries to employees
- Consumer Protection Act
- Court Attendance Costs (£500 per day for directors and partners, £250 per day for other employees)
- Housing Grants Act
- Data Protection Act
- Defective Premises Act
- Fire Precautions, Underground Services and Bona Fide Sub Contractors Conditions
- Financial Loss – £10,000 standard limit. Higher limits normally available upon request
- Terrorism Cover
 - Employers Liability up to £5m
 - Public Liability up to £5m will apply unless a lower Limit of Indemnity is shown in the policy schedule.
- Debris Removal – cleaning of drains and service mains now included up to 10% of the sum insured under each item
- Negligent Breakdown and Continuing Hire Charges
- Property in Transit
- Overnight storage cover up to £250,000 any one location
- Inflation Protection up to 25% of the specified contract price
- Redrawing of Plans and Documents up to £25,000 any one event
- Show Houses and Show Flats – cover up to £500,000 for buildings and up to £50,000 any one property for contents
- Speculative Buildings – Property Awaiting Sale – cover extended to 180 days for private dwellings on an ‘All Risks’ basis, 90 days for any other property
- Additional costs for meeting statutory building requirements from the EU and local authorities
- Recovery Costs for Immobilised Plant
- Expediting Costs £50,000 limit
- Interested Parties
- Joint Code of Practice

Covers Available *(continued)*

JCT 6.5.1 Contract Conditions (Optional Section)

- 21 days hold cover facility if requested subject to hazardous work exclusion in policy
 - each contract will be issued as a separate policy
- Covers subsidence, heave, vibration, collapse, weakening or removal of support, lowering of ground water
- £2m Limit of Indemnity. Higher limits available upon request
- Standard Excess £500

Professional Indemnity (Optional Section)

Professional Indemnity insurance provides protection from costs incurred as the result of professional negligence.

Construction and contracting firms may owe a duty of care to anybody who might reasonably rely upon the advice, design or service they provide in a professional capacity. Contractors can expose themselves to a design liability, either by employing their own in-house professionals, or by assuming a liability where they subcontract out the design element. Design alterations during construction can also expose contractors to professional liabilities.

For contractors undertaking a contract on a design and construct basis, they are likely to be the first contact point in the event of a design related problem. Even if a claim is ultimately the responsibility of another party, the costs of redirecting liability can be high and success is far from guaranteed. The contractor is likely to be held responsible regardless of their ability to enforce an action against the negligent party.

Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damage awards and compensation for defence legal costs and for litigation costs, should a defence prove unsuccessful.

Many clients expect even small construction firms and contractors to hold Professional Indemnity insurance. In some cases, clients will insist that Professional Indemnity insurance is held by a firm before entering into an agreement.

Professional Indemnity insurance should be considered by any construction or contracting firms or individuals who undertake activities such as;

- Air Conditioning
- Heating and Ventilation
- Builders (Domestic & Commercial)
- Electrical
- Engineering contracting
- Highways & Roads
- Mechanical & Process Engineering
- Refurbishment/Shop fitting
- Water/Sewage

Many other construction, contracting firms and individuals who provide services such as advice, design, or offer their skills or knowledge services in a professional capacity also choose to buy this type of insurance.

Provides indemnity for losses arising from civil liability (including liability for claimant's costs and expenses incurred) arising in connection with your professional services including:-

- breach of professional duty
- infringement of copyright or intellectual property rights
- breach of confidentiality
- defamation
- and other types of civil liability, unless specifically excluded.

Standard Cover automatically includes:

- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** - up to a maximum of £100,000 in the aggregate during the period of insurance.
- **Court Attendance Cover** - £300 per person per day (£150 per person per day for employees).

- **Mitigation Cover** - costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Asbestos Cover** – is subject to a sub-limit of liability of £250,000 any one claim and in the aggregate.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, but only to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Fitness for Purpose Cover** - claims arising out of any fitness for purpose warranty solely with respect to the design and/or specification of any works. Provided that the fitness for purpose warranty is in accordance with practice conventionally accepted as appropriate at the time of the execution of the works having regard to the size, scope and complexity of the project.
- **Health & Safety Legislation Cover** - reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:
 - (a) unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services; or
 - (b) where there is a subsequent plea of finding of guilt on the part of you; or
 - (c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 in the period of insurance.

- **Pollution Cover** – claims arising out of the actual, alleged or threatened, sudden or accidental presence, discharge, dispersal, release, migration or escape of

pollutants other than asbestos, nuclear or radioactive material of any sort.

- **Joint Ventures Cover** - covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** - extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non – disclosure, misrepresentation or untrue statement.
- **Claims Made Wording**
 - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance.
 - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as possible and during the period of insurance.

Important note: Please refer to the Professional Indemnity Insurance Policy Overview for details of any significant exclusions or limitations that apply to this cover or to the Policy wording which contains full terms and conditions of the cover. Both of these documents are available upon request.

Directors and Officers Liability

Directors and Officers Liability insurance provides financial protection and therefore peace of mind for directors in terms of their personal liability when managing their company in their capacity as a director.

Smaller sized businesses can be just as vulnerable to claims as larger companies and as the directors of small private companies are subject to similar duties as listed companies.

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over 200 areas of statutory liability. This means that they can face unlimited personal liability

for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued - claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

For small businesses, directors are often the sole or major director or shareholder and most will not have the resource to defend a claim which may put their business in jeopardy. Many directors incorrectly believe that they are protected by the limited liability status of their company. Designed to meet the needs of small to medium sized UK businesses Allianz is one of the few leading insurers who offer Directors & Officers cover as part of a combined insurance policy.

Commercial Legal Expenses Standard cover (Compulsory Section) is automatically provided and includes:

- Legal Expenses cover in respect of legal fees for Criminal Prosecution Defence (non motor related) with a cover limit of £100,000 any one claim.
- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year.
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business

Commercial Legal Expenses (Optional Extension)

- Employment, Taxation Proceedings, Damage to Premises, Data Protection, Commercial Tenancy Agreement, Licence Protection, Personal Injury and Jury Service Allowance.
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is up to £100 per day and £5,000 any one claim.

Other Sections Available:

- Material Damage
- Business Interruption
- Goods In Transit
- Money

Other Covers

- We can also insure you for Commercial Vehicles, Private Cars, Annual Business Travel, Accident and Sickness, Engineering Inspection and Insurance and Marine Cargo.

For further information on these covers, please contact your insurance adviser or local Allianz office.

Additional Information

Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices):
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage
 - please provide your policy number and as much information as possible about the claim

Allianz Claims Handling Offices Telephone Numbers

For Property Damage claims (handled in Birmingham)
Tel: 0844 871 0786

For Liability and Accident claims (handled in Milton Keynes) Tel: 0844 604 9824

Lines are open Monday to Friday 9am to 5pm.

Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0845 604 9824

Allianz addresses for claims correspondence

For all claims, other than Engineering claims:

Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

For Engineering claims:

Claims Department
Allianz Engineering
Haslemere Road
Liphook
GU30 7UN

Commercial Legal Expenses Claims

If you need to make a claim under this section the following claims handling office should be used:

Allianz Legal Protection

Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol, BS32 4QW
UK
Tel: 0870 241 4140

Additional Information *(continued)*

Law Applicable & Policy Language

Unless We agree otherwise:

- a) the language of the Policy and all communications relating to it will be English;
- and,
- b) all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts..

Financial Services Compensation Scheme:

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 0800 678 1100 / 0207 741 4100
Fax: 020 7892 7301
Email: enquiries@fscs.org.uk
www.fscs.org.uk

Complaints Procedure

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

If you have a complaint, please contact Our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey GU1 1DB
Telephone number: 01483 552438
Fax: 01483 790538
Email: accsm@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 and subsequent Employers Liability (Compulsory Insurance) Amendment Regulations 2008 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**

If the Employers Liability Section is insured, Allianz will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each place of business or make the certificate available in an electronic form so that each relevant employee to whom it relates has reasonable access to it.

- **Retention of Certificates**

There is now no legal requirement for you to retain copies of expired Certificates of Employers Liability Insurance. However, as certain claims e.g. industrial disease, could be made many years after the disease is caused, it is recommended that a complete record is kept of your Employers Liability insurance history, including the name of the insurer(s), policy number(s) and dates of the relevant policies.

Policy Limits

Higher limits may be available on request. Please ask your insurance adviser for details.

Construction Select Proposal

Introduction

You may choose any of the following covers in addition to Contractors Public Liability and Legal Expenses. Please tick the appropriate box for the covers you wish to insure.

Public Liability	Compulsory Section	
Commercial Legal Expenses	Compulsory Section	
Employers Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Contractors All Risks	Yes <input type="checkbox"/>	No <input type="checkbox"/>
JCT 6.5.1. Only available if you choose Public Liability or if Property Damage covers are insured with Allianz 21 days hold cover facility required, on an annual basis (Separate proposal form required for each contract).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If cover is required for any of the following, please indicate and complete the relevant Commercial Select, Professional Indemnity or Directors and Officers Proposal Form:		
Material Damage	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Business Interruption	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Goods In Transit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Money	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Professional Indemnity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directors and Officers Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Commercial Legal Expenses Optional Extension (see Policy Overview for cover details)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If this extension is required, please answer the questions contained under the Commercial Legal Expenses Extension part of this proposal. Please note: This Extension is normally only available to businesses with annual turnovers that do **not** exceed £10,000,000.

On the pages that follow complete the business details for each section you wish to insure and the declaration.

Please answer all of the questions, tick the appropriate boxes and use block capitals where appropriate

Cover Required

1 Please tick the box for cover and indemnity limits you want

Cover Limits	Limit of Indemnity/Sums Insured		Other Required
<input type="checkbox"/> Public/Products Liability	<input type="checkbox"/> £2m	<input type="checkbox"/> £5m	£ <input type="text"/>
<input type="checkbox"/> Employers Liability	<input type="checkbox"/> £10m	<input type="checkbox"/> Other (additional questionnaire required)	£ <input type="text"/>
<input type="checkbox"/> Contract Works			£ <input type="text"/>
<input type="checkbox"/> JCT 6.5.1	<input type="checkbox"/> £2m		£ <input type="text"/>

If 21 days hold cover facility required, you must tick above box. A separate proposal form must be completed for each individual contract.

2 When do you want your insurance to start?

(The policy is renewable annually)

3 Excesses— Do you require a voluntary increased excess:

Contractors All Risks	£2,500	Excess	<input type="checkbox"/>	Public Liability	£2,500	Excess	<input type="checkbox"/>
	£5,000	Excess	<input type="checkbox"/>		£5,000	Excess	<input type="checkbox"/>
	£10,000	Excess	<input type="checkbox"/>		£10,000	Excess	<input type="checkbox"/>
	Other	Excess	<input type="checkbox"/>	Other	Excess	<input type="checkbox"/>	Amount <input type="text"/>

Business Details

- 1 Your full name including trading names, subsidiary companies, (if including associated companies please indicate relationship and reason for addition)

- 2 a If you are a limited company, please show your Company Registration Number

- b Please show your company's website address

- 3 Your postal address

- 4 Address of the premises you wish to insure, if this is different from your postal address

Note: If you require to insure more than one premises please provide more information

- 5 Does anyone else occupy your premises or are any parts unoccupied?

Yes

No

If yes please give details

- 6 Please state the date you started your business

- a at these premises

- b at any previous premises

- 7 Have you ever traded under a different name?

Yes

No

If yes please give details and reasons for the change

Business Activities

1 a Full description of business, work undertaken including any specialist activities

2 Details of types of property normally worked upon

3 a Do you have a written Health and Safety Policy?

Yes

No

b Who has responsibility for health and safety matters?

4 Will you handle, use, store or transport any of the following in connection with your business

a radioisotopes, radioactive substances or other ionising radiation?

Yes

No

b laser apparatus?

Yes

No

c silica, asbestos or materials containing asbestos?

Yes

No

If Yes to any of the above please give details

5 a What procedures are in place to ascertain if there is any presence of asbestos materials on site?

b What procedures are in place if asbestos or similar materials are discovered on site?

6 Does your work (at premises or site) involve:

a exposure to noise levels exceeding 85 db(A)?

Yes

No

b burning of waste

Yes

No

c the application of heat (including angle grinders)

Yes

No

d use of power driven lifts, cranes, lifting tackle, slings or cradles

Yes

No

If Yes to any of these please provide details

Business Activities

(continued)

- 7** Is any work undertaken on or within aircraft, airports, railways, tunnels, ships, docks, harbours, reservoirs, viaducts, bridges, chimney shafts, mines, collieries, chemical works, water works, gas works, oil refineries, nuclear installations, power stations, blast furnaces, pylons, steeples, towers, offshore installations, bulk oil, petrol, gas or chemical storage tanks or chambers or involving pile driving, underpinning or deliberate de-watering of the site? Yes No

If Yes, please give details

- 8** Are your lifts, hoists, cranes, boilers, steam plant or pressure vessels inspected to statutory requirements? Yes No

If Yes, by whom

- 9** Are you involved with the supply of products where no installation work is undertaken? Yes No

If Yes, please provide details of products and % of total turnover

%

- 10** Do you dig below ground level? Yes No

If Yes, please give details of work, typical depth and maximum depth you will work to

- 11** Is work undertaken by bona fide subcontractors? Yes No

If Yes, please state here

a nature of work

b whether you obtain an indemnity from each subcontractor and check that this is supported by insurance with the same limits of indemnity as your insurance provides

Yes No

Business Activities

(continued)

12 SCHEDULE OF WAGES AND TURNOVER APPLICABLE TO CONTRACTORS PUBLIC AND EMPLOYERS LIABILITY COVERS

- The premiums for these covers are based on estimated wages, salaries and other earnings for the next 12 months, without any deduction in respect of National Insurance, Income Tax, holidays in lieu of pay and contributory pensions
- Please insert details below
 - Payments to labour only subcontractors, including persons supplied by them, self-employed persons and persons hired or borrowed and under your control must be included
 - Include payments to working directors and managerial staff

	Partners and Principals	All Direct Employees including Working Director Trainees and Labour Only Subcontractors	All other Subcontractors (including supply and fix and Bona Fide)	Turnover
	Wages/Payments	Wages/Payments		
a Clerical and administrative, managerial employees who do not engage in manual labour	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	
b Labourers/helpers using fixed woodworking machinery	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	
c Persons using power presses or guillotines	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	
d Others working at your premises	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	
e Persons working away from your premises and engaged in or work on				
i erection of private dwellings up to 3 storeys in height	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>
ii erection of any building up to 20m in height	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>
iii All other work	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>
	Total	Total	Total	Total
	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/>

f What percentage of work is:

Domestic and Offices? %

Warehouse / Manufacturing? %

Educational / Medical? %

Recreational / Leisure? %

g Contractors Plant

i estimated payments in the next 12 months for plant hired in

£

ii your estimated receipts in the next 12 months from the hiring out of plant

£

iii brief details of any cranes owned by you

Details of your Premises

1 Please provide details of all premises which you own or occupy in connection with your business and whether owned, leased or rented by you

Address	Purpose	Owned/Leased/Rented	Details of Multi Tenure

2 In respect of the premises to be covered or any former owner (if known) have you:

- a ever been prosecuted or sued for any pollution problem? Yes No
- b ever had any incidents of pollution or incidents likely to cause pollution? Yes No
- c ever carried on any industrial activity which was the subject of an Environmental Permit or Licence? Yes No
- d Past use of premises if known

If Yes, to a, b or c, please provide details

3 Do any noxious or polluting substances, liquids, gases, fumes or waste arise from any processes undertaken? Yes No

If Yes, please give details

4 Are your premises sound and in good repair? Yes No

If No, please provide details

5 Is your machinery and plant sound, in good repair and properly fenced and guarded? Yes No

If No, please provide details

Contractors All Risks

Cover Details

Insert below the indemnity/sums insured required and other details requested.

- | | | | |
|---|---|--|---|
| 1 Maximum Contract Period | <input type="text"/> | weeks | |
| 2 Maximum Maintenance Period | <input type="text"/> | weeks | |
| 3 Contract Works and Site Materials - please state the maximum value any one contract including an allowance for debris removal and professional fees | Standard Limit £500,000 | Amended Limit if Required
£ <input type="text"/> | |
| 4 Tools and Contractors Plant and Equipment belonging to you or hired under a hire purchase or lease agreement or on free loan and for use in connection with the Contract Works | Total Sum Insured
£ <input type="text"/> | Maximum Value any one item
£ <input type="text"/> | |
| 5 Temporary Buildings including site huts and other temporary accommodation and their contents (other than computers and other data processing equipment) belonging to you or hired by you under a hire purchase or lease agreement or on free loan and for use in connection with the Contract Works | Total Sum Insured
£ <input type="text"/> | Maximum Value any one item
£ <input type="text"/> | |
| 6 Tools Contractors Plant and Equipment, site huts and other temporary accommodation hired in by you and for which you are responsible under the terms of their hiring agreement or otherwise but not on hire purchase or subject to a lease agreement or on free loan and for use in connection with the Contract Works | Total Sum Insured
£ <input type="text"/> | Maximum Value any one item
£ <input type="text"/> | |
| 7 Employees Tools and Personal Effects | Annual Payments
£ <input type="text"/> | Total Sum Insured
£ <input type="text"/> | Limit any One Employee
£750 Maximum Value any item £250 |
| 8 Property Awaiting Sale – any one property or range of properties under one roof whilst not under a Contract of Sale or rental after the completion date | Standard Limit £500,000 | Amended Limit if Required | |
| 9 Show Houses and Show Flats | Standard Limit £500,000 | Amended Limit if Required
£ <input type="text"/> | |
| 10 Showhouse Contents – limit any one Property | Standard Limit £50,000 | Amended Limit if Required
£ <input type="text"/> | |
| 11 Annual receipts in respect of Plant hired out | £ <input type="text"/> | | |
| 12 Please state maximum value of unfixed non-ferrous metals at your own premises or any one contract site. | £ <input type="text"/> | | |
| 13 Is all work carried out under JCT Contract Conditions?
If No, what other contract conditions are worked to | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |

Contractors All Risks

(continued)

- 14** What security arrangements are made to prevent Malicious Damage and Theft to the Contract Works, site materials, plant, tools, equipment, site huts and temporary buildings (including contents)?

Please give full details, for example site fencing, use of compounds, electronic tracking devices, security patrols etc

- a** At your own premises

- b** At the Contract Site

- c** To any individual item or equipment exceeding £25,000 in value

- 15** When you hire in plant and equipment what security specifications do you give to the plant hire company to prevent Malicious Damage and Theft?

- 16** Do you hire out plant belonging to you or for which you are responsible?

Yes

No

If Yes, please state here

- a** Conditions of hire used

- b** Measures undertaken by you to ensure the validity of the hirer

- 17** Are all valuable materials, for example, non-ferrous metals kept in a securely locked building or container outside normal working hours?

Yes

No

If No, what other precautions are taken?

- 18** Do you follow the Joint Code of Practice for Fire Prevention on Construction Sites?

Yes

No

If No, please state reasons

- 19** Do you require Terrorism cover?

Yes

No

Commercial Legal Expenses Extension (only to be completed if you require the Optional Legal Expenses Extension)

Your Information

1 Have you or your Partners, Directors or any other person responsible for managing the business been involved in any other business in the last 5 years? Yes No

If Yes, please give the name of the business and the period of involvement

2 In the last 3 years have you taken over, been taken over by, merged with, or disposed of any companies or significant business activities, or are any currently under consideration? Yes No

If Yes, please provide full details

Your Legal Disputes History

3 In the last 3 years, have you been involved in any potential dispute, actual dispute, claim or legal proceedings to which the cover provided by any area of cover within this Section would apply? Yes No

If Yes, please provide full details including dates of dispute(s), whether pending, lost or won and the amounts involved.

4 In the last 12 months, have you been in any correspondence or discussions with any party in respect of Disciplinary or Grievance procedures relating to your employee's contracts of employment? Yes No

If Yes, please provide full details, including dates.

5 In the last 90 days, have you dismissed any staff or made any staff redundant or are there any circumstances existing at the present time which could result in you dismissing any staff or making any staff redundant? Yes No

If Yes, please provide full details, including dates.

6 Within the next 12 months, do you plan to make any staff redundant or implement any reorganisation which could affect staffing levels? Yes No

If Yes, please provide full details, including dates.

Commercial Legal Expenses (only to be completed if you require the Optional Legal Expenses Extension)

(Cont.)

7 Are you aware of any existing circumstances which could give rise to a claim under **any area of cover** provided by this Cover Extension? Yes No

If Yes, please provide full details, including dates

Your Employment Procedures

8 Do you have established policies and procedures, of which **ALL** employees are aware, for **ALL** of the following?

Dismissal & Disciplinary	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Grievance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Redundancy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Discrimination	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Equal Opportunity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Harassment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Flexible Working	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Absence	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9 If Yes have they **ALL** been drafted by a solicitor or other suitably qualified Employment law specialist specifically for your business? Yes No

If you have answered No to any of the questions within question 8 give full reasons on a separate sheet.

10 Are **ALL** employees issued with their own contract of employment and job description? Yes No

If No please give full reasons on a separate sheet.

Your Health & Safety Circumstances

11 Are you aware of any circumstances that could give rise to a prosecution under Health and Safety legislation? Yes No

If Yes, please provide full details on a separate sheet.

General Questions

1 Have you ever previously been insured for any of the covers requested in this proposal?

Yes

No

If Yes, please give details of last insurer(s) and policy number

2 Has any Insurer ever

a declined to insure you?

Yes

No

b cancelled or declined to renew any of your insurances?

Yes

No

c imposed special terms?

Yes

No

If Yes, to a b or c please give details

3 Have you or any partner director or other person responsible for managing the business in connection with this or any other business in which you or they have been trading, ever been

a convicted of or charged (but not yet tried) with any criminal offence other than road traffic offences?

Yes

No

b declared bankrupt or insolvent?

Yes

No

c a director or partner of a company that went into liquidation or receivership?

Yes

No

d prosecuted for a breach of any statute relating to health and safety of Employees or others?

Yes

No

e served with a prohibition notice under the Health and Safety at Work Act?

Yes

No

f the subject of a recovery action by Customs and Excise or the Inland Revenue?

Yes

No

g the subject of a County Court Judgement made against you ?

Yes

No

If Yes, to any of the above, please give details

4 Have you or any partner or director (in connection with this or any other business in which you or they have been trading) suffered any loss whether covered by insurance or not, made any claims or been involved in any accidents which have or could have resulted in a claim in respect of the risks proposed within the last 5 years?

Yes

No

Important: You must give details of all incidents, even if they were declined by your previous insurers

Year	Type of Loss	Details of Loss	Amount Paid £	Amount Outstanding £

Declaration

- 1 I/We declare that to the best of my/our knowledge and belief:
 - a the above statements and particulars, whether written by me/us or by others on my/our behalf, are true and complete
 - b any statement or particulars which have been given separately by me/us or by others on my/our behalf are true and complete
 - c I/We have not withheld any material fact*
 - * **Material facts are those facts which are likely to influence us in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in doubt about whether a fact is material, you should disclose it, since failure to do so could invalidate your policy.**
 - d no insurer has declined my/our proposal, cancelled or refused to renew my/our policy or increased the premium or required special terms or conditions in respect of any of the risks proposed; and
 - e all sums insured stated above represent the full value of the property to be insured.
- 2 I/We wish to modify the above statements in the following respects:

- 3 I/We agree that this proposal and declaration and any particulars given separately shall be the basis of the contract between Allianz Insurance plc and myself/ourselves.
- 4 I/We agree to accept Allianz's standard form of policy for this type of insurance.
- 5 I/we understand that Allianz reserves the right to decline any proposal.
- 6 I/We have read the Data Protection Act statement below and consent to data being used for the purposes specified.

I/we consent to this.

Authorised Signature

Date

Position in Company

Your Records

You should keep a record (including copies of letters) of all information you supply to Allianz about this proposal. We will give you a copy of this proposal if you ask within 3 months after you complete it.

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way. We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability

for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest you.

If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.



www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638.
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers.
Allianz Insurance plc is authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA's website at www.fsa.gov.uk or by contacting the FSA on 0845 606 1234. Our registration number is 121849.

