

# Tradesman – Contract Works Insurance

## Policy summary

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This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Contract Works policy. If you want to see the full terms, conditions or exclusions of the cover please refer to the policy document.

### **Type of insurance and cover**

This covers loss or damage to permanent or temporary contract works for which you are responsible.

The duration of this contract is 12 months. Completion of a proposal form is not required.

### **What is insured**

Cover applies whilst on any contract site anywhere in the European Union or adjacent thereto.

Cover extends to include:

- transit by road, rail or inland waterway to or from contract site
- indemnity to any principal in the UK, Channel Islands or Isle of Man where required by contract conditions
- subrogation waiver in favour of sub-contractors where required by contract conditions
- offsite storage up to £100,000
- debris removal costs up to 10% of the works limit
- cost of temporary repair or expediting permanent repair up to 50% of repair cost or £50,000, whichever is less
- costs to comply with local authority reinstatement requirements
- costs of professional fees incurred by you to reinstate the works following damage
- costs for rewriting or redrawing documents, drawings and business books subject to a limit of 1% of the contract works limit of liability
- for speculative developments, completed properties awaiting sale for up to 90 days after practical completion of the last property on site.

### **What is not insured**

Loss of or damage to:

- existing buildings or structures
- machinery caused by its' own breakdown or explosion
- works on any off-shore installation.

We will not pay for:

- the cost of remedying defective design
- losses only discovered as a result of a routine inventory
- damage resulting from the occupation of the contract works except as a dwelling or office
- damage for which you are relieved of responsibility under the terms of any contract
- the cost of normal upkeep or making good wear and tear, gradual deterioration, corrosion or rust
- theft of unfixed non-ferrous metals from an unattended site unless locked in a secure hut or building
- liquidated damages, penalties for delay in completion or guarantees of performance or any other consequential loss.

### **Insurance Act 2015**

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

## Cancellation rights

If you decide you do not want to accept the policy, or any subsequent renewal of it, please tell us within 14 days of receiving the policy or renewal notice. We may, at our discretion, charge you for the time you have been on cover, including insurance premium tax.

## Claims

To notify a claim please call **0800 302 9055**, 24 hours a day, 365 days a year.

## Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## Zurich Insurance Company Ltd

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