

Prospectus & Proposal

This document provides a summary of cover and application form for the Contractors Combined Insurance Policy

Contractors Combined



nig

Commercial Division

Contractors Combined Insurance

The Contractors Combined Policy is for the medium to large contractor and is specifically designed to encompass all insurance needs in one document.

Contractors with twelve or fewer employees should refer to our Tradesmen package policy.

Options available and sections of this proposal to be completed are as follows:

In all cases Sections 1, 2, 3, 8 and the declaration must be completed.

PL cover must be taken EL & C.A.R. cover are optional		Additional Sections to be Completed
Public Liability		
Employers' Liability		4
Contractors All Risks	For Specific Contracts	5, 7
Contractors All Risks	Annual Basis for all Contracts	6, 7
Employers' Contractual Indemnity [JCT Clause 21.2.1 or equivalent insurance]	Only available for Specific Contracts	Supplementary Proposal From

Important Notes

Many businesses must be registered with the local authority or with the Health and Safety Executive for health and safety purposes. If you are in any doubt, please consult your nearest HSE office (details in the telephone directory under "Health and Safety Executive").

Credit Facilities

Paying insurance premiums by monthly instalments can help your cash flow. Ask your Broker or Agent for details of NIG's direct debit scheme.

This prospectus provides a brief summary only of the Insurance - for further information a specimen Policy is available upon request.

NIG's Contractors Combined Policy offers in one document protection in respect of:

Public Liability

This Section covers the Policyholder's Legal Liability to pay damages to members of the public for accidental bodily injury, death or disease or accidental loss of or damage to material property happening in connection with the business

Extensions included:

- Legal Costs and Expenses
- Health and Safety at Work Act Defence Costs
- Indemnity to Principals or Plant Owners
- Contractual Liability
- Liability under Defective Premises Act
- Damage to Leased or Rented Premises
- Cross Liabilities
- Overseas Personal Liability
- Motor Contingent Liability
- Products Liability - for contractors who do not undertake manufacturing, retailing or wholesaling of goods.

Public Liability cover is subject to the following minimum excesses:

- £100 for each property damage claim arising away from the premises
- £250 for each claim arising from the application of heat or heating of bitumen
- £250 for each claim arising from damage to underground services

Employers' Liability

This Section covers the Policyholder's Legal Liability to pay damages in the event of bodily injury, death or disease caused to employees during the course of their employment

Indemnity Limit: £10,000,000 (inclusive of legal costs and expenses)

Extensions included:

- Legal Costs and Expenses
- Health and Safety at Work Act Defence Costs
- Unsatisfied Court Judgements in favour of Employees
- Contractual Liability

and at an extra premium if required

- Injury to Working Partners

Contractors All Risks

This Section provides payment for or repair/reinstatement of the undernoted items of Property Insured following loss or damage:

- The Contract Works and Materials
- Temporary Buildings and Fixtures and Fittings
- Constructional Plant Tools and Equipment
- Hired-in Property
- Employees' Personal Effects and Tools
- The Contents of Show Houses and the like

Extensions included:

- Automatic Reinstatement following a claim
 - Cover during the Maintenance Period
 - Professional Fees
 - Offsite Storage
 - 25% escalation in Contract Price
 - Speculative Housebuilding
 - The Recovery Costs of Immobilised Plant
 - Expediting Expenses
 - Debris Removal Costs
 - Free Issue Materials
 - Additional Cost of Public Authority requirements
 - Loss or damage to plans and specifications
- } incurred in the reinstatement of work following a claim

and at an extra premium if required

- Limited Design Cover
- Payment of Continuing Hired-in Plant Charges following loss or damage

Contractors All Risks cover is subject to the following minimum excesses:

- Employees' Personal Effects and Tools £100
- All Other Claims £500

Employers' Contractual Indemnity [JCT Clause 21.2.1 or equivalent insurance]

This Section provides an indemnity arising under this clause. A fuller explanation of the clause and its implications is given in the supplementary proposal form which is required when this cover is requested.

Specific Conditions

The following specific conditions are always applicable to the Public Liability Section.

Application of Heat

It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever the following appliances(s) are used anywhere other than on the Insured's premises:

A Blow Lamps Blow Torches or Hot Air Guns

- i** the area in which they are to be used is cleared of loose combustible material;
- ii** lighted blowlamps or blow torches are continuously attended;
- iii** blowlamps are filled and gas cylinders are changed only in the open;
- iv** a suitable multi-purpose fire extinguisher be kept available for immediate use;
- v** a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again after termination of such work for the day.

B Welding or Flame Cutting Equipment

- i** the area in which the equipment is to be used is cleared of loose combustible material;
- ii** other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material;
- iii** before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is to be made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;
- iv** the occupier shall be informed of the proposed safety precautions and asked for specific authority to proceed;
- v** a suitable multi-purpose fire extinguisher be kept available for immediate use;
- vi** a responsible Employee of the Insured or of the occupier be made aware of the location of any fire fighting equipment and be appointed to act solely as fire watcher whilst welding or flame cutting is carried out;
- vii** a thorough examination is made in and about the area in which the work has been undertaken including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

C Vessels for Heating of Bitumen or Bituminous Compounds

- i** such vessels are only used in the open and are continuously attended whilst heating is taking place;
- ii** such vessels if used on a roof shall be placed on a surface of non-combustible material.

Underground Services

The indemnity provided by this Section shall not apply to liability in respect of damage to pipes, cables, mains and other underground services unless the Insured:

- i** has taken or caused to be taken all reasonable measures to identify the location of pipes, cables, mains and other underground services before any work is commenced which may involve a risk of damage thereto;
- ii** has retained a written record of the measures which were taken to comply with **i** above before such work has commenced;
- iii** has adopted or caused to be adopted a method of work which minimises the risk of damage to such pipes, cables, mains and other underground services.

When completing this form, please tick the appropriate boxes and answer all questions in **BLOCK CAPITALS**

1 BUSINESS DETAILS

Full Name of Proposer	<input type="text"/>
Company Registration Number	<input type="text"/>
Trading Name	<input type="text"/>
Business Address	<input type="text"/>
Town	<input type="text"/>
County	<input type="text"/> Post Code
Trade or Business	<input type="text"/>
Business Phone No	<input type="text"/>

Please provide the **fullest** description possible of all work currently undertaken or proposed for the future

How many year have you been in this trade or business?

Period of Insurance

12 months from

2 GENERAL QUESTIONS

1 Do you undertake work:

- a** overseas? YES NO
- b** on nuclear plant/power stations, gas or chemical works, oil refineries/ bulk oil storage facilities, offshore structures, airfields/airports or railway property? YES NO

2 Does any part of your trade or business involve work in connection with:-

- a** quarrying, tunnelling or mining? YES NO
- b** piling, ground stabilisation, underpinning or dewatering? YES NO
- c** towers, steeples or chimney shafts? YES NO
- d** bridges, viaducts, flyovers or underpasses? YES NO
- e** docks, harbours, piers or wharfs? YES NO
- f** dams, reservoirs, lakes, rivers, water diversion, flood protection or sea defences? YES NO

3 Do you work on or have under your control cranes, hoists, passenger lifts or escalators?

YES NO

4 Do you handle or use:-

- a** cradles? YES NO
- b** radioactive substances or devices, chemicals, explosives or gases? YES NO
- c** asbestos or silica or other material involving a health or safety hazard? YES NO
- d** any other dangerous materials giving rise to dust, fumes or vapours? YES NO

5 Do you discharge toxic or dangerous substances into the atmosphere, sewers, waterways or elsewhere?*

YES NO

6 Have you in connection with sites which you have worked on OR in respect of your Premises (including to your knowledge any former owner or occupant of the Premises)

- 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

If 'yes', give full details

* If 'YES' please note that cover for this work cannot be granted until confirmed by NIG

IF YOU HAVE PLACED A TICK IN ANY OF THE SHADED BOXES PLEASE PROVIDE FULL DETAILS IN THE BOX AT THE END OF THIS FORM

2 GENERAL QUESTIONS - continued

7 Do you (a) HIRE IN or (b) HIRE OUT any vehicles or plant? YES NO

If 'yes', please state

a Type of vehicle or plant

b Estimated annual hire charges for the coming year

c Which conditions of hire apply.

	HIRED IN	HIRED OUT
£		£

8 Do you carry out any processes involving a noise level exceeding 90 decibels? YES NO

9 Do you operate a foundry or forge? YES NO

10 Do you handle or use welding or cutting equipment or other equipment or processes involving the application of heat away from your premises? YES NO

11 Is your plant regularly inspected to comply with statutory regulations? YES NO

12 Where Bona-Fide Sub-Contractors are used, do you check that they are insured for public/products liability insurance? YES NO

13 Have you entered into any agreement assuming a liability for injury illness loss or damage for which you would not have been liable in the absence of such agreement? YES NO

IF YOU HAVE PLACED A TICK IN ANY OF THE SHADED BOXES PLEASE PROVIDE FULL DETAILS IN THE BOX AT THE END OF THIS FORM

3 PUBLIC LIABILITY

1 Which Limit of Indemnity is required? £1,000,000 £2,000,000

If a higher Limit of Indemnity is required please state amount.

£

2 The estimated number of employees and the annual wages salaries and other earnings for the coming year.

Description of Occupation	at your premises		away from your premises	
	No.	£	No.	£
Employees and Directors engaged in clerical/managerial duties				
Employees using woodworking machinery				
Working Principals and Partners engaged in manual work*				
*A minimum of £15,000 per partner or director must be applied				
Please specify each additional trade/occupation				
All other Employees (including those hired or borrowed) and				
Directors engaged in manual work				
Labour only sub-contractors and self-employed persons				
Bona-Fide sub-contractors (specify work)				

Please note that Products Liability is automatically included unless you undertake manufacturing, retailing or wholesaling of goods in which case a supplementary proposal form will be required for cover to be considered.

4 EMPLOYERS' LIABILITY

Indemnity Limit £10,000,000 (inclusive of costs and expenses)

Do you wish to insure in respect of this Section?

YES

NO

If **'yes'** do you wish to insure against Injuries to Working Partners?

YES

NO

CONTRACTORS ALL RISKS

Do you wish to insure in respect of this Section?

YES

NO

If **'yes'** please answer section 5 or 6 (as applicable) and section 7 in all cases.

5 SPECIFIC CONTRACT

For insurance in respect of a specific contract please complete this Section and Section 7

1 Name, Address and Postcode of Principal for whom the contract is to be undertaken

2 Period of Contract

From

To

3 Period of Maintenance

Months

4 Contract details (please enclose plan)

5 Contract Site

6 Contract Conditions

6 ALL CONTRACTS

For annual insurance in respect of all contracts please complete this Section and Section 7

1 Gross annual turnover for the past 3 years

Year	Gross Annual Turnover
	£
	£
	£

2 The maximum estimated gross turnover for the coming year

£

3 Full details of the types of contract undertaken during the past 3 years

4 Specific details of the largest contract undertaken during the past 3 years

5 Full details of the types of contracts expected to be undertaken during the next 12 months

6 Maximum length of any one contract

7 Average length of a contract

8 Maximum maintenance or defects liability period

9 Under what Conditions of Contract is work carried out e.g. JCT, ICE?
(If standard conditions are not used please attach copies of contract wordings)

10 Do you undertake any design work for: **a** contracts carried out by yourself?

YES NO

b others?

YES NO

If 'yes' to **a** or **b**, please give full details.

7 CONTRACTORS ALL RISKS - GENERAL QUESTIONS

1 State the maximum value of the permanent and/or temporary works and materials for any one contract site £

N.B. This should include free issue materials and the costs of professional fees, debris removal and a reasonable allowance for the effects of inflation.

2 If cover is required on the following state the current value for the maximum total amount at risk during the coming year. If no cover is required state NIL

a Temporary buildings (e.g. site huts) including fixtures and fittings owned by you £

b Constructional plant tools and equipment and other things for use in connection with the contract belonging or on free loan to you (including property on hire purchase) £

c Employees' personal effects and tools (limit £500 any one employee) £

d Contents of private show house, flats and the like (limit £10,000 any one house, etc.) £

3 If cover is required in respect of **hired-in** temporary buildings (e.g. site huts) constructional plant tools and other equipment, please state:-

a the maximum estimated total hiring charges of such property for the coming year £

b the maximum total value of such property at any one time £

c the maximum value of any one item of property hired in £

4 Is cover required for payment of continuing hire charges for up to a maximum of 90 days, following damage to property hired-in? YES NO

If 'yes' please state the maximum amount of hiring charges payable in any one week. £

5 Will any plant tools or equipment with a current value in excess of £20,000 be used? YES NO

If 'yes' please provide in the box below full details of each item including the value and the specific security precautions in relation to these items.

6 Will tools equipment or valuable materials (e.g. non-ferrous metals) be kept at any contract site after working hours? YES NO

If 'yes' please give full details regarding security and the maximum value on any one site in the box below.

7 Will materials for contracts be stored elsewhere than on site? YES NO

If 'yes' please give full details regarding type of materials, situation and security in the box below.

8 Is speculative work undertaken? YES NO

If 'yes' please give full details in the box below

9 Please give details in the box below regarding the security at all your sites (e.g. fencing, patrols)

Please enter additional information here.

Question Number	Details

8 PREVIOUS INSURANCE HISTORY

- 1 Have you or any partner/director in connection with your Business ever suffered any loss, damage, injury or disability or incurred any liability (whether insured or not) during the past 5 years in connection with any of the risks now proposed?

YES NO

If 'yes' please give full details below

Date	Type of Loss	Brief Details	Amount Paid or Outstanding

- 2 Are you now or have you previously been insured for any of the risks now proposed?

YES NO

If 'yes' please state name of Insurer, branch, policy number and policy expiry date.

- 3 Have you or any partner/director in connection with your Business:-

a had any proposal or insurance declined, cancelled, refused, or made subject to increased rates or special terms?

YES NO

b been convicted of arson or any offence involving dishonesty of any kind (e.g. fraud, theft, etc.)?

YES NO

c been prosecuted under any safety legislation during the last 5 years?

YES NO

- 4 Have you or any director or partner or any Company of which any of you have been a director or any partnership of which any of you have been a partner been the subject of a County Court Judgement (or the Scottish equivalent) or been declared bankrupt or insolvent?

YES NO

IF YOU HAVE PLACED A TICK IN ANY OF THE SHADED BOXES PLEASE PROVIDE FULL DETAILS BELOW

9 DECLARATION

Important Note

You are reminded that you must provide all material information likely to influence the acceptance and assessment of this insurance. If you have any doubts as to whether a fact is material it should be disclosed overleaf. Failure to disclose all material facts may invalidate your Policy or may result in your Policy not operating fully.

I/We declare that:-

- i my/our works machinery and plant are properly fenced and guarded and otherwise in good order and condition and my/our premises are in a good state of repair;
- ii I/we agree to render on the form provided within 30 days of expiry of each Period of Insurance a declaration of wages, salaries, turnover or any other information on which the premium is based and to pay any excess premium which may be due at each renewal;
- iii the statements made in any part of this proposal to the best of my/our knowledge and belief are true and complete and if any answer has been given by any person that person shall be deemed to be my/our agent for the purpose. I/we have not withheld any material fact and I/we agree that this proposal and declaration shall form the basis of the contract between me/us and The National Insurance and Guarantee Corporation and to accept a policy issued by the Company for the insurance now proposed and pay the premium thereon.

(A specimen policy is available on request).

Signature

Date

Enter additional information and material facts overleaf

ADDITIONAL INFORMATION

Please enter additional information and material facts below

Question Number	Details

Contractors Combined

NIG, Crown House,
145 City Road, London EC1V 1LP



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