



Key Changes Summary

This notice applies to customers previously insured on Contractors Choice (CCH) policies that are now being migrated to our Contractors Combined (CMC) product.

Changes to your policy

Your policy has been re-issued onto a policy that is written in more up to date and clearer language and that is also available by electronic PDF, as well as on paper. This change will also allow us to consolidate into your policy document many of the changes to cover and excesses that have previously been applied by endorsement.

This document tells you about some important changes which will take effect from your renewal date. Your previous policy and your new policy do have various differences in definitions, cover, exclusions and conditions so it is important that you read this document.

However, this document does not form part of your policy contract. Please ensure you read the changes below in conjunction with your new policy wording and schedule. In the event that there is a conflict between these documents, the terms of your policy contract will prevail.

If you have any questions about your policy, whether that is in terms of cover or premium, please speak to your broker or insurance representative.

With kind regards

Your AXA team

Significant changes (if the section is applicable under your policy)

Excesses

We have updated the excesses applicable to your policy in line with standard approach. Please see your schedule for details of the excesses applicable to your policy.

Contractors all risks section

Cessation of cover exclusion

This clause states that cover for loss, destruction or damage will cease if work on the contract site stops for a period in excess of 90 consecutive days, unless cover is agreed by us.

Please ensure that you contact us or your insurance advisor if works at any of your sites is ceasing for more than this length of time.

Pollution or contamination exclusion

We will not cover you for any loss, destruction or damage caused by pollution or contamination unless the damage is caused by:

- 1** pollution or contamination which itself results from a defined peril covered by this section
- 2** any defined peril covered by this section, which itself results from pollution or contamination.

Average

An Average condition now applies to constructional plant and equipment or employees' tools where the sums insured are not adequate.

Hazardous works

Please note that we will not cover you for any contract involving:

- 1** work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea
- 2** structural work on bridges, viaducts, subways, tunnels or motorways
- 3** work on nuclear installations
- 4** any work where the depth of excavation exceeds 5 metres.

Please contact your insurance broker if you are undertaking any such works.

Contractors all risks, Money and Goods in transit sections

We have updated the Cyber (previously Electronic risks) and Radioactive exclusions under these sections.

Significant changes (if the section is applicable under your policy) *continued*

Employers' liability & Public liability (building and allied trades) sections

Safety legislation costs cover

We will pay up to £1m for each of 'Safety legislation costs' and 'Manslaughter defence costs' in addition to the limit of indemnity applicable.

Under the Public liability section this cover now also:

- 1 includes Appeal costs provided Counsel appointed with our agreement advises that an appeal has good prospects of success.
- 2 excludes costs and expenses of an appeal against improvement or prohibition notices.
- 3 excludes costs and expenses of any investigation or prosecution brought other than under the laws of the policy territories.

This cover was previously included but only within the overall limit of indemnity and with no separate limit applicable. Safety legislation costs also now includes new terrorism legislation.

Goods in transit section

Your policy covers losses in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire (previously anywhere in the EU). It also incorporates exclusions relating to:

- 1 Terrorism
- 2 Electrical or mechanical derangement unless caused by impact
- 3 Deterioration of frozen or chilled goods
- 4 Damage or loss deliberately caused by you.

Personal accident section

New exclusions have been introduced relating to injury due to:

- 1 Polo
- 2 Showjumping
- 3 Chemical weapons.

Public liability (building and allied trades)

Asbestos exclusion

All Public liability sections of cover will now be subject to a standard exclusion of Liability arising out of exposure to asbestos. However, for those customers where their previous policy did not contain a specific exclusion we will offer you £1m of cover on a 'claims made' basis. Those policies that qualify for this cover will include the following endorsement:

- BAC611 - Accidental release of asbestos (Claims made) cover.

Cyber exclusion

A revised Cyber exclusion has been applied replacing the previous electronic risks and data recognition exclusions.

Significant changes (if the section is applicable under your policy) *continued*

Sub-contractors condition

Previously various conditions were applied by endorsement. These have now been replaced by a single standardised condition that states that if you appoint a sub-contractor (other than an employed person) you must obtain confirmation prior to starting work and keep a written record of:

- 1** Employers' liability insurance
- 2** Public liability insurance
 - a** with a limit not less than the limit shown in your schedule
 - b** including a clause providing benefit to you in similar terms to the Principals liability cover provided by your policy
 - c** covering the type of work undertaken.

If you appoint a sub-contractor in an emergency that leaves insufficient time to obtain written confirmation, we will not enforce this condition provided you obtain verbal confirmation of the above, prior to starting work, and you subsequently exchange and retain correspondence confirming this.

Underground services condition

Previously one of two different conditions may have been applied to your policy. These have now been replaced by a single standard condition that requires the following actions before the start of any groundwork involving digging, drilling, boring, excavation or earth moving:

- 1** Written confirmation of the location and plan position of all existing underground services must be ascertained.
- 2** The location and plan position must be given to the person employed or any contractor carrying out the groundwork.
- 3** The area of the groundwork must be investigated using remote electrical devices to establish the actual position of underground services.
- 4** A work method must be adopted which minimises the risk of property damage to underground services.
- 5** A full written record of the enquiries and measures taken to locate underground services and to minimise the risk of loss or damage must be retained for inspection by us if a claim arises.

Fungal pathogens exclusion

A new exclusion called Fungal pathogens has been added to your policy to clarify that cover will not be provided for claims arising from toxic mould/mildew and other Fungal pathogens.

The following new or revised conditions, restrictions or exclusions also now apply to your policy if the section is applicable under your policy

All sections

Revised Cancellation condition

Our revised Cancellation condition now provides you with a 14-day cooling off period at renewal as well as at inception of the policy.

Helpline number

A new helpline number has been added to provide additional assistance on Lifestyle topics.

Contractors all risks section

Contract price condition

This now allows 21 days cover for contracts which exceed the contract limit by no more than 25% or £1,000,000. We have now also removed the contract price condition in relation to own and hired in plant therefore improving your cover for these items if you do engage in contracts that are larger than the contract limit specified.

Employees tools

Cover for Employees tools is now limited to losses on or adjacent to the site. Cover is no longer provided for employees' tools whilst in transit.

Hired in plant – Continuing hire charges

Your previous policy offered cover up to 90 days with a limit of £25,000 any one hire agreement. Your new policy offers cover of £500 per day (£45,000 in total) any one loss.

Own plant and equipment

Your policy previously offered cover up to your selected limit for Own plant, tools, site huts, and caravans. Under your new policy there is now a separate section for site huts and temporary buildings.

Your new policy retains your existing sum insured for Own plant and tools and we have now offered an additional £20,000 of cover for site huts and temporary buildings free of charge. If you believe these sums insured are not adequate please discuss this with your insurance broker.

Munitions of war

The previous exclusion of War risks no longer applies to the detonation of World War II munitions.

Pollution and contamination

We will not cover costs and expenses arising from pollution or contamination of property not insured by this section. Our liability will not exceed the sum insured shown in your schedule plus any additional amount shown in the Escalator cover.

Seeds and plants exclusion

The Construction all risks section excludes loss, destruction or damage to plants caused by non-rooting, disease or the failure of seeds to germinate.

Show properties and contents cover

Cover is subject to “minimum security standards*” when unattended and winter controls* in place to avoid burst pipes (*see full wording).

The following new or revised conditions, restrictions or exclusions also now apply to your policy if the section is applicable under your policy *continued*

Speculative building contracts

It is agreed that the policy cover will continue until either the date the property is sold or let or at the end of 90 days after substantial completion.

Work overseas

Your policy previously offered cover of up to £50,000 for contract works undertaken outside of the UK. Your new policy offers cover of up to £50,000 for plant, tools and contract works undertaken anywhere within the EU.

Employers liability section

Terrorism

Your policy is subject to a limit of £5,000,000 for any one claim or series of claims arising in connection with a terrorist act.

Employers liability and Public liability (building and allied trades) section

Compensation for court attendance

Your policy now pays increased compensation of £500 per day for employees, directors, principals or partners attending court.

Goods in transit section

Your policy now offers:

- 1** £500 of cover for loss or damage to ropes and sheets (previously unlimited).
- 2** £10,000 of cover for removal of debris and reloading of goods (previously unlimited).
- 3** up to £500 for loss of or damage to the driver's personal effects (previously £100).

Money section

Your previous policy offered unlimited cover for non-negotiable money (such as credit card vouchers and crossed cheques). This is now limited to £250,000.

Your new policy offers additional coverage for:

- 1** Fraudulent use of your credit or debit cards – maximum £1,000
- 2** Medical fees (up to £250) or counselling expenses (up to £500) following assault.

Your policy makes clear that it does not provide cover for loss of crypto currencies.

The following new or revised conditions, restrictions or exclusions also now apply to your policy if the section is applicable under your policy *continued*

Public liability (building and allied trades) section

Advertising liability

Cover has been added to provide protection for libel/slander and breach of trademark etc. in respect of any advertising, publicity, articles broadcast in connection with the business.

Hot work precaution condition

The condition applicable when hot work is undertaken away from your premises has been simplified:

- 1** The area where the work is to be completed must be cleared of all combustibles.
- 2** Combustible floors and other combustible property which cannot be moved must be protected by non-combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area.
- 3** Where there is a danger of ignition either directly or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed.
- 4** At least one fire extinguisher of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use.
- 5** No heat-producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot.
- 6** A thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If you do not comply with this condition, you will not be covered and we will not pay your claim.

Professional duty exclusion

Liability arising out of advice given for a fee was previously excluded by an endorsement attached to your policy. This is now excluded within the standard policy wording however please note that cover (for injury or property damage) is still provided where advice is given as part of a product service and no fee is charged. If you require cover for liability arising out of advice offered for a fee, please discuss this with your insurance advisor.

Punitive damages exclusion

This exclusion was previously specific to claims made against you in USA and Canada however this exclusion now applies to claims made against you anywhere.

Suspension of cover condition

This condition has been added which allows us, upon discovery of a defect or danger, to temporarily suspend cover for those specific defects or dangers whilst you correct them, whereas previously we could only cancel the whole Public liability (building and allied trades) section.