

A photograph of a large warehouse interior with high ceilings, corrugated metal roofs, and numerous tall stacks of cardboard boxes on blue metal shelving units. The scene is lit with warm, orange-toned lights, creating a dramatic atmosphere. A large purple rectangular overlay covers the center of the image, containing white text and a logo.

EXCLUSIVE

COMBINED LIABILITY

SUMMARY OF COVER



WELCOME TO BROKER NETWORK UNDERWRITING

We know its business but it's always personal.

Broker Network Underwriting (BNU) operates exclusively with insurance brokers who are members of Broker Network – the UK's largest network for independent brokers.

BNU is an underwriting agency operating under licence from a number of insurers to administer certain insurance products. The technical expertise of our dedicated team of underwriters enables us to maintain an innovative approach to underwriting.

For further information about BNU and the products we offer visit our website **www.brokernetwork.co.uk** alternatively contact your insurance broker.

Our commitment is to provide policyholders with insurance policies that deliver on our promises. Our priority is to always deliver a first class service. Thank you for choosing BNU.



Mike Ellis

Managing Director, Broker Network Underwriting
Grimbald Crag Close
Knaresborough
HG5 8PJ

COMBINED LIABILITY SUMMARY OF COVER

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by your policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document.

Insurer

This policy is underwritten by Chubb European Group SE

Chubb European Group SE is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

Territorial Limits

The standard policy covers work undertaken by you on a Worldwide basis, excluding manual work in or products supplied to North America. Contract Works Section is restricted to United Kingdom only

Type of insurance and cover

Provides cover for Employers' Liability, Public and Products Liability, Contract Works, as applicable.

Cover starts on the date shown on Your Schedule.

This is an annually renewable policy, unless specified otherwise.

The premium can be paid directly to Your insurance broker.

Employers' Liability

This policy protects companies against damages and legal costs that arise as a result of claims from employees suffering an injury or disease due to their employment.

Public and Products Liability

Cover is provided in respect of legal liability to pay compensation including legal costs for:

- accidental death or personal injury to any person excluding employees.
- accidental loss or damage to third party material property.

Contract Works

Cover is provided in respect of Damage to property as follows:

- Temporary or permanent works completed or to be completed as part of a contract, including:
 - materials for incorporation.
 - Insured's own plant and tools
 - Hired in plant
 - Employees tools and personal effects

Cancellation Rights

You can cancel this insurance at any time by writing to Your broker.

We can cancel this insurance by giving You thirty days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover; or
- non-cooperation or failure to supply any information or documentation We request.

Refund of premium

This insurance has a cooling off period of fourteen days from either:

- the date You receive this insurance documentation; or

- the start of the Period of Insurance
whichever is the later.

If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis. For example, if You have been covered for six months, the deduction for the time You have been covered will be half the annual premium.

If We pay any claim, in whole or in part, then no refund of premium will be allowed.

Claims

To notify a claim please contact your insurance broker. Alternatively you can contact the insurers directly:

Telephone: **0345 841 0845**

Email: **brokernetwork@chubb.com**

Additional Endorsements

Notwithstanding anything contained in this document your policy may have Endorsements or Additional Endorsements applying to it which are more specific to your trade or occupation (Refer to your policy schedule).

Significant Conditions

Alteration of risk
Arbitration
Claims Procedure
Contribution
Discharge of Liability
Fraudulent Claims
Identification
Remedies for Non-Disclosure, Misrepresentation or Misdescription
Warranties
Variations
Reasonable Precautions
Reinstatement
Subrogation
Adjustment of Premium
Interpretation
Contracts (Rights of Third Parties) Act

Section 1 Employers' Liability

Suspension of Cover

Section 2 Public and Products Liability

Suspension of Cover

Burning and Welding

Bona Fide Subcontractors

Underground Services

Section 3 Contract Works

Diminution of Damage

Cessation of Work

Please refer to Your Policy Wording and Schedule for the wording of all Conditions

Additional Endorsements

Notwithstanding anything contained in this document your policy may have Endorsements or Additional Endorsements applying to it which are more specific to your trade or occupation (Refer to your policy schedule).

SIGNIFICANT FEATURES& BENEFITS

Employers' Liability

Indemnity to Principal

Temporary working outside the UK (other than manual work in North America)

Standard cover provides protection for legal liability worldwide for damages and costs up to £10 million (limited to £5 million in respect of Terrorism and Asbestos)

Contractual Liability

Cross liabilities

Legal Expenses arising from Health and Safety Legislation.

Compensation for court attendance. (£350 per Employee per day and£750 per Director/Partner or Principal per day)

Manslaughter Defence Costs

Unsatisfied Court Judgments

SIGNIFICANTORUNUSUAL EXCEPTIONS ORLIMITATIONS

Employers' Liability

Work offshore or in transit to, from, or between any offshore installation, rig or platform

Bodily injury to any Employee carried in or on a vehicle whilst being used on a road

Terrorism limitedto £5,000,000

Asbestos limited to £5,000,000

Manual work in North America

Sanctions limitation

SIGNIFICANT FEATURES& BENEFITS

Public & Products Liability

Product Recall Expenses £25,000

Environmental Liability £25,000

Financial Loss Cover £50,000 - claims made during the period of insurance or up to 30 days after expiry

Manslaughter Defence Costs

Indemnity to Principal

Indemnity for Directors, Employees and Principals is included

Temporary working outside the UK (other than manual work in North America)

Provisional 28 days cover for JCT 6.5.1 (formerly 21.2.1) Contracts - maximum payable £1,000,000, Excess £500)

Liability for buildings Temporarily Occupied

Legal Expenses Arising From Consumer Protection Act 1987 & Food Safety Act 1990

Contractual Liability

Member to Member liability for membership organisations

Data Protection Act

Defective Premises

Legal Expenses arising from Health and Safety Legislation

Tenant's Liability for Hired or Rented Buildings

Motor Contingent Liability

Overseas Personal Liability

Compensation for court attendance. (£350 per Employee, £750 per Director/Partner or Principal per day)

SIGNIFICANTORUNUSUALEXCEPTIONSORLIMITATIONS

Public & Products Liability

Excesses (See Policy Schedule)

Heat Conditions in respect of any heat work undertaken away from you own premises

Underground Services Conditions in respect of any work involving excavation, digging or boring

Injuries to employees

Ownership, possession or use of aircraft, aerial devices, watercraft or motor vehicles in circumstances where compulsory motor insurance is required

Damage to property owned by you or loaned, leased or hired to you

Damage to property in your custody or control or damage to property held in trust except for:- personal effects, buildings temporarily occupied by you, premises hired, leased, rented, or lent to you under agreement, which you would have not been responsible for in the absence of such agreement

Damage to Products Supplied by you

Damage to Contract Works

Liability arising from aircraft products which could affect the safety, navigation or flying capabilities of such aircraft

Liquidated damages, fines or penalties

Professional Services provided for a separate fee or under a separate contract

War

Work offshore or in transit to, from, or between any offshore installation, rig or platform

Terrorism (limited to maximum £5 million)

Asbestos

Damage to Contract Works

Liability arising from pollution other than caused by a sudden, identifiable, unintended and unexpected incident

Manual work in North America

Liability arising from Products which know or expect to be used in North America

Sanctions limitation

Work undertaken at hazardous locations

SIGNIFICANT FEATURES& BENEFITS

Contract Works

Limit of up to 125% of the Estimated Original Contract Price

Limit of 25% of the Estimated Original Contract Price in respect of removing debris, dismantling or demolishing, shoring or propping up following a loss

Professional fees in respect of reinstatement following damage

Re-writing or re-drawing plans following damage up to

£25,000 limit

Additional Interests

Speculative Buildings up to 180 days after practical completion

Showhouses and Contents - limit for contents of £75,000 per property

Off-Site storage of Works and materials up to £75,000

Continuing hire charges in respect of Hired in Plant – limit

£50,000

Free Issue Materials

European Union and Public Authorities clause

Damage to Security Devices - reduced Excess of £50 if an attempted theft of plant results only in damage to security devices

Incidental Hiring of Plant with limit of £35,000

Loss of Keys - Limit of £1,000 and Excess of £50

Taken into use - cover provided if any part of the permanent Works are taken into use as a private dwelling or office

No exclusion of theft from unattended vehicles

SIGNIFICANT OR UNUSUAL EXCEPTIONS OR LIMITATIONS

Contract Works

Work offshore or in transit to, from, or between any offshore installation, rig or platform

Damage due to breakdown, explosion, gradual deterioration or wear and tear, rust or mildew

Damage due to pressure waves caused by aircraft and other aerial devices

Inventory losses

Damage to any mechanically propelled vehicle licensed for road use other than a vehicle used solely as a tool of trade

Damage to or loss of money

Damage to existing structures

Damage to the contract once it has been completed and handed over (unless in the contract maintenance period)

Damage to the contract resulting from defects in the plans, design, specification, materials or workmanship.

Liquidated damages or other penalties, consequential loss or damage

'E' Risks

Territorial Limits Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Maintenance Period restricted to 12 months

Plant hired in unless hired in under CPA, SPOA or other conditions no more onerous than CPA or SPOA

Plant Security Warranty

Cessation of Works Condition

Damage as a result of wear and tear, gradual deterioration, rust, corrosion, oxidation, wet or dry rot, shrinkage, dampness, frost, marring or scratching

Operations in, under, over or within 10 metres of bodies of water, water courses, dams, tidal waters or coastal defence work

Rail work unless in non-hazardous areas

Work at a depth exceeding 8 metres (or as specified elsewhere)

Construction periods in excess of 3 years

Sanctions Limitation

Timber-framed structures limits –

- a) £500,000 any one structure
- b) £1,000,000 any one Contract Site.

COMPLAINTS

Our goal is to give excellent service to all Our customers. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service You expect We Welcome Your feedback.

We will record and analyse Your comments to make sure We continually improve the service We offer. What happens if You complain?

- a) We will acknowledge Your complaint within 24 hours of receipt
- b) We may refer Your complaint to Your insurance adviser or the insurer if it relates to a matter that they need to resolve, but We will inform You when this happens
- c) We aim to resolve complaints within 5 working days
- d) once an assessment and full investigation of Your concern has been made We will respond with a decision

Most of Our customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response. This will not be beyond 4 weeks from when You first made Your complaint.

If You remain unhappy with the decision You receive or We haven't dealt with the issue within 8 weeks You may be able to refer the matter to the Financial Ombudsman Service (FOS) if You are an eligible complainant.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

What You should do if You would like to complain. Following this complaints process will not affect Your legal rights.

The steps You should take if dissatisfied:

Step 1) Refer Your complaint to Broker Network Underwriting's Managing Director.

If You are disappointed with any aspect of the handling of Your insurance You should contact, with full details including policy number and/or claim number, the:

Managing Director, Broker Network Underwriting, Grimbald Crag Close, Knaresborough, HG5 8PJ

Tel: **01423 877 800**

Email: **bnucomplaints@brokernetwork.co.uk**

Step 2) Refer Your complaint to the Financial Ombudsman Service

If after making a complaint to Broker Network Underwriting You are still unhappy and You feel the matter has not been resolved to Your satisfaction, You may request assistance from:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: **0800 023 4567**

Email: address: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If We are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean, GL17 1DY

Tel: **0800 678 1100**

Email: **enquiries@fscs.org.uk**

PRIVACY NOTICE

Important notice

This is the privacy notice of Broker Network (MGA) Ltd (registration number: 10276940) whose registered office is at Hexagon House, Grimbald Crag Close, St. James Business Park, Knaresborough, North Yorkshire, England HG5 8PJ referred to as We, Us or Our in this privacy notice.

This privacy notice sets out how We collect and process Your personal data. This privacy notice also provides certain information that is legally required and lists Your rights in relation to Your personal data.

This privacy notice relates to personal information that identifies You as a natural person (whether You are an actual or potential customer, an individual who browses Our website or an individual outside Our organisation with whom We interact). We refer to this information throughout this privacy notice as personal data or personal information and further detail of what this includes are set out in this privacy notice below.

The privacy and security of Your personal information is very important to Us so We want to assure You that Your information will be properly managed and protected by Us at all times. Please read this privacy notice carefully as it explains how We may collect and use Your personal data.

This privacy notice may vary from time to time so please check it regularly.

How to contact Us

Controller and contact details

For the purposes of relevant data protection legislation, We are a controller of Your personal data. As a controller We use (or process) the personal data We hold about You in accordance with this privacy notice.

If You need to contact Us in connection with the use or processing of Your personal data, then You can do so using Our contact details as set out below.

Jenny Hemmings,
Hexagon House,
Grimbald Crag Close,
Knaresborough,
North Yorkshire
HG5 8PJ.
United Kingdom

What information We hold about You and where We obtain this from

The personal data that We collect about You may include the following information:

- Personal data You provide to Us in person, via Our website or by telephone
- Personal data You provide when You enquire about insurance, or when You purchase a policy, through Us, including information about what and/or who You want to insure, such as vehicle details, business activities, Your home or travel details
- General information about You, such as Your name, address, contact details and date of birth
- Personal data You provide if You subscribe to any of Our mailing or newsletter services
- Your claims and credit history
- Financial details, such as Your bank account and card details
- Criminal convictions
- Information about Your use of Our website such as Your IP address, which is a unique number identifying Your computer, including personal data gathered using cookies

In addition, We may obtain certain special categories of Your data (Special Categories Of Data) and data about criminal convictions, and this privacy notice specifically sets out how We may process these types of personal data. The Special Categories Of Data are data concerning health.

We collect Your personal data from You as a controller when We obtain quotations for insurance for You, when We set up Your policy for You and when We make changes to Your policy for You. This may also involve the collection of data from or about others who are associated with You and Your insurance policy such as other persons insured on Your policies or Your employees or representatives. By giving Us information about someone else for the purpose of arranging insurance for them under Your

policy such as named driver, employee or travel companion etc. You confirm that You have their permission to do so and that You have shared this privacy notice with them.

By asking Us to arrange a contract of insurance for You where this involves passing information to Us relating to children, You confirm to Us that in doing so You are the responsible guardian of the child.

We also collect information from publically available sources and third party databases made available to the insurance industry for the purposes of reducing fraud and financial crime as well as any other third party databases where Your personal data may be held, provided such third parties have lawful bases on which to share such personal data with Us.

How We use Your personal data and the lawful basis for doing so

Where We are relying on a basis other than consent

We may rely on one or more of the following legal bases when processing Your personal data for the following purposes:

Purposes for which We process Your personal data	The basis on which We can do this (this is what the law allows)
In order to perform Our contractual obligations to You. This would include Our fulfilling Your requests for insurance services (including obtaining insurance for You, fulfilling requests for mid-term adjustments and obtaining renewals)	The processing is necessary in connection with any contract that You may enter into with Us
To administer Your account, including financial transactions for insurance broking	The processing is necessary in connection with any contract that You may enter into with Us
To assist in the prevention and reduction of fraud and other financial crime	The processing is necessary for Us to comply with the law and Our legal requirements
In the interests of security and to improve Our service, telephone calls You make to Us may be monitored and/or recorded	The processing is necessary to pursue Our legitimate interest in the management and operation of Our business

Who We pass Your personal data to

We may need to pass Your personal data to other companies which may include:

- Other companies or brands within Our group of companies, for example if We are unable to provide a suitable insurance policy on request or at renewal We will check if any of Our associated group companies can provide You with suitable cover
- The insurers, intermediaries and third party service providers that We use for the purpose of arranging and administering Your insurance policy. This may also include risk management assessors, uninsured loss recovery agencies, premium finance providers and other third parties involved (directly or indirectly) in the administration of Your insurance and its associated benefits
- Firms that provide administration and processing services to Us or on Our behalf under contract in order to complete activities such as claims handling, IT systems and administrative services and other activities set out in this privacy notice, as well as support activities such as finance and auditing services
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies
- Other organisations where We have a duty to or are permitted to disclose Your personal information by law, for example if We received a valid request from the police or other third party organisation in the interest of preventing and detecting crime
- Fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud
- Credit reference agencies to check Your credit history. This check will be recorded on Your credit reference file without affecting Your ability to apply for credit or other financial products

- Third parties We use to recover money You may owe Us or to whom We may sell Your debt
- Another company, if Our business or part of it is bought or taken over by that company to make sure Your insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over

The information You share with Us may be transferred by Us or any of the types of firms or organisations We have noted above, to other countries in order for processing to take place, including locations outside of the UK and the European Union. We will only do so if there are adequate levels of protection in place as required by applicable data protection laws.

Your Rights

We will only store Your data for as long as is necessary to comply with the requirements of Your insurance contract(s) and any legal obligations or lawful processing conditions that may exist as a result. You have a number of rights concerning the personal information We use, which You may ask Us to observe. In some cases even when You make a request concerning Your personal information, We may not be required, or be able to carry out Your request as this may result in Us not being able to fulfil our legal and regulatory obligations under the lawful processing conditions under which We hold Your data or because there is a minimum statutory period of time for which We have to keep Your information. If this is the case, We 'll let You know Our reasons.

You can ask Us to:

- Provide a copy of Your personal information
- Correct or delete unnecessary or inaccurate personal information
- Restrict or to object to the use of Your personal information at any time
- Object to any automated decision, including profiling which may have been used by insurers when underwriting Your quotation. Where an automated decision has been made We will advise You of this and of Your rights
- Provide Your personal data in a structured, commonly used and machine-readable format and to have Your personal data transferred to another controller. This right only applies where Our processing of Your personal data is automated and the processing took place initially with Your consent or for the performance of a contract with You
- Where We rely on Your consent to use Your personal information, You can withdraw that consent at any time. Where Your consent is withdrawn, Your previous consent will remain valid in respect of Our use of Your information prior to the date You withdrew it, or if any marketing material has been sent prior to You advising that You don't want Us to contact You again

If You have any questions or concerns about this privacy notice or Your data protection rights please contact Us using Our details set out at the beginning of this privacy notice.

You also have the right to make an enquiry or to complain to the Information Commissioner's Office (ICO) if You are unhappy with Our use of Your data, or if You think We have breached a legal requirement. Further details about the ICO are available at: www.ico.org.uk.

Employers' Liability Tracing Office Notice

Certain information relating to Your insurance Policy, namely:

- the policy number(s)
- employers' names and addresses (including subsidiaries and any relevant changes of name)
- coverage dates
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by You that the above named information provided Us will be processed by Us, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to pay an Insurer or Insurers that provided employers liability insurance.

Broker Network Underwriting and BNU are trading names of Broker Network (MGA) Limited which is authorised and regulated by the Financial Conduct Authority, number 765463. Broker Network (MGA) Limited is registered in England and Wales under registered number 10276940, registered office Hexagon House Grimbald Crag Close, St James Business Park, Knaresborough, North Yorkshire, England, HG5 8PJ.

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre.

Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London, EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority (FS Register number 820988). You can find details about the firm by searching 'Chubb European Group SE' online at <https://register.fca.org.uk/>

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pr or the Prudential Regulation Authority can be contacted on 020 7601 4878.

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