

### Policy summary – Tradesman's Combined Policy

The following summary does not contain the full terms and conditions of the contract which can be found in the policy document. The summary does not form part of your contract of insurance.

#### About your policy

- The insurance policy is underwritten by Zenith Insurance Plc which is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.659521).
- The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.
- The policy is an annually renewable non-investment insurance contract and is governed in all respects by the law applying in the particular country in the UK in which you live.

Covers we can provide under our Tradesman's' Combined Policy **but please note these are only in force if do indicated in your policy schedule:**

- Contractors' All Risks
- Employers Liability
- Public and Products Liability
- Legal Expenses

#### CONTRACTORS' ALL RISKS

##### Significant features and benefits

Cover can include:

- Contract works up to 125% of the estimated contract value, your declared maximum contract value or the sum insured in the schedule, whichever is less
- Temporary buildings up to the sum insured
- Construction plant, tools, and equipment up to the sum insured
- Hired-in property up to the sum insured

These items above are insured anywhere in the UK

- Employees' tools and personal effects whilst on site up to the sum insured

##### Extensions

Cover includes:

- Professional fees
- Debris removal up to 10% of the contract value
- Public authority requirements up to the sum insured in the schedule
- Free issue materials provided their value is included in the contract value declared to us
- Material stored off-site for up to 15% of the sum insured or £25,000 which is the less
- Plans and documents up to £25,000
- Damage to property built for speculation until it is sold for up to 90 days after completion
- Show house contents up to £25,000
- Expediting expenses (overtime, weekend and shift working, plant hire charges and express delivery charges) following insured damage
- Continuing hire charges up to £25,000

##### Reinstatement

Cover is for the cost of repair, reinstatement or replacement less an appropriate deduction for wear and tear.

**Significant and unusual exclusions or limitations**

- Damage to the permanent contract works after completion or handover
- Damage to the existing structure
- Damage which is not your responsibility due to the contractual conditions
- Loss of personal valuables
- Theft of unfixated non-ferrous metals from unattended sites unless secured in a locked hut or building
- Damage to road vehicles or plant, but we do cover vehicles or plant which are not more specifically insured and either not licensed for road use or are primarily a tool of the trade
- Damage to plant by its breaking down or explosion or because of its misuse
- The cost of replacing defective work
- The cost of making good paintwork or polished surfaces, wear and tear, gradual deterioration, rust, rot and the like
- Theft from vehicles of more than £5,000 per policy year
- Theft from a vehicle away from the site between 18:00 and 08:00 unless the vehicle is in a locked building or guarded security park
- Theft from an unattended vehicle unless it is locked and any security devices set

**Special conditions**

Your policy contains requirements concerning:

- The cessation of work – Cover will be suspended if work ceases for 90 days or more
- Hiring out plant – When you hire out your plant to other parties it must be under CPA conditions or similar
- Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation – You must observe the Joint Code when working on contracts of £1,000,000 or more.

**EMPLOYERS' LIABILITY**

- The insurance policy provides protection for businesses against damages and legal costs that arise as a result of claims from employees suffering an injury or disease arising out of their employment.
- The cover provided complies with UK compulsory employers' liability law.

**Significant features and benefits**

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits.

The limit of indemnity is the maximum amount we will pay for any claim (including costs). For most claims it is £10,000,000, but it is restricted to £5,000,000 for claims relating to either asbestos or terrorism.

Cover includes:

- protection for any principal for claims arising out of your work.
- the cost of defending a prosecution under the Health and Safety at Work Act or any UK corporate manslaughter / homicide Act.
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry.
- compensation for attendance at court as a witness.
- unsatisfied UK court judgments extension. If an employee is injured at work by somebody else and the other person doesn't pay the court award that your employee gets from them, we will cover it.

**Significant and unusual exclusions or limitations**

Cover does not include:

- claims for which compulsory motor insurance is required
- claims arising out of work offshore

The policy contains requirements concerning:

- the use or wearing of personal protective equipment by employees,
- the use of industrial machinery by employees.

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- employees working at height.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

#### **PUBLIC AND PRODUCTS LIABILITY**

- The insurance policy provides protection for businesses against damages and legal costs that arise as a result of claims from any person, other than employees, suffering an injury, disease or damage to their property.
- Cover can be taken with or without products liability.

#### **Significant features and benefits**

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits and products liability.

The limit of indemnity is the maximum amount we will pay for any claim (including claimants' costs). We usually offer the option of either a £1m, £2m or £5m limit. In addition the costs of defending a claim are covered by the policy. The limit chosen will also be the maximum we will pay in total for the period of insurance for claims relating to products or pollution.

Cover includes:

- the export of products to any country other than the United States or Canada. (You can however request that we provide a quote to include USA and Canada exports),
- protection for any principal for claims arising out of your work,
- the cost of defending a prosecution under the Health and Safety at Work Act or the UK Corporate Manslaughter and Corporate Homicide Act,
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry,
- compensation for attendance at court as a witness,
- liability arising under the Defective Premises Act 1972,
- liability arising under the Data Protection Legislation,
- overseas personal liability for you and your family members when you travel on business,
- Motor contingent liability for vehicles not belonging to, or provided by you, but being used for your business
- liability arising under the Consumer Protection Act 1987, the General Product Safety Regulations 2005 or the Food Safety Act 1990 if you have chosen products liability cover.

#### **Significant and unusual exclusions or limitations**

Cover does not include:

- claims for which compulsory motor insurance is required.
- arising out of your use of watercraft or offshore installations.
- damage to goods owned by you, goods held in your care, custody or control, completed works or work materials.
- products exported to the USA or Canada. (You can however request that we include USA or Canada exports).
- product recall or guarantee.
- products intended for use in aircraft or offshore installations.
- additional liabilities (beyond those normally associated with the sale of goods) that you assume under contract.
- claims for your products failing to fulfil their purpose, unless the failure is due to a defect in their manufacture or installation.
- professional indemnity cover or claims for financial loss where there has been no injury or damage.
- liquidated damages clauses, penalty clauses, performance warranties or guarantees.
- gradual pollution.
- liabilities arising under JCT 21.2.1.
- claims arising out of terrorism or war.
- claims arising out of asbestos or radiation.

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- using heat away from your premises,
- making excavations,
- disposing of waste.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

## **LEGAL EXPENSES**

This section of your policy is managed and provided by Arc Legal Assistance and underwritten by AmTrust Europe Limited

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Your legal expenses cover is valid for the same duration as the commercial insurance cover with which it is provided.

Your legal expenses cover applies to your business as described in the schedule, and directors, officers and employees of that business where they are acting in that capacity

It is a key condition of this insurance that good prospects for a successful outcome must exist before any claim for legal costs can be accepted.

This is a "Claims Made" insurance contract. It only covers claims notified Arc Legal during the period of insurance and within 180 days of any circumstance which may give rise to any claim. Failure to do so would lead to Arc Legal declining a claim for indemnity under this insurance

This insurance covers the legal costs incurred by Arc Legal's professional adviser. You are not covered for any other legal representatives' costs unless court proceedings are started

### **Significant features and benefits**

- Legal and Accountancy costs of up to £100,000 per claim are covered, up to a maximum of £1,000,000 in any one period of insurance
- Legal and Tax advice available 24/7
- Debt Counselling available 24/7
- Legal costs to:
  - Defend your rights in disputes with employees over employment matters. Cover extends to include the cost of awards made against you but to be covered you must contact Arc Legal on the helpline number to obtain our authorisation before dismissing an employee or making any significant changes to their employment terms
  - Defend your, or your employees legal rights following a criminal prosecution relating to your business. There is no cover for motoring prosecutions, prosecutions relating to deliberate discrimination or prosecutions under the Health and Safety legislation
  - Pursue your rights in an appeal against enforcement or other notices served on you under data protection legislation but there is no cover for claims arising from a failure to register as a data controller.
  - Pursue a claim against a party causing damage to your property resulting in financial loss but there is no cover for any claim involving a motor vehicle belonging to you or in your possession except whilst on your business premises
  - Pursue a claim against a party for death or bodily injury, but there is no cover for any claim arising from an accident/incident giving rise to bodily injury or death which occurred prior to inception of this insurance
  - Pursue or defend a dispute with a customer or supplier over a contract to supply goods or services, but:
    - you will have to pay for the first £250 of any claim increasing to £500 where the amount in dispute exceeds £5,000.
    - claims will only be covered where the contract started after you first purchased this cover, where at least £250 is in dispute and where the dispute does not relate to motor vehicles.
    - there is no cover for disputes relating to lease or licence matters.
- Your attendance expenses for Jury Service
- Accountancy fees to deal with Business Full & Aspect Enquiries, VAT Dispute or PAYE Audit inspection, but there is no cover for:
  - Any matter involving Tax or National Insurance avoidance schemes
  - Costs incurred in dealing with routine matters
  - Any costs relating to matters involving the Special Compliance Office
  - Any claim where you have failed to maintain or submit accurate, truthful or up to date recordsIn respect Aspect Enquiries you will have to pay for the first £200 of costs,

### **Significant and unusual exclusions or limitations**

- Claims for costs incurred without Arc Legal's prior consent

- Claims arising from events which commenced or occurred before this insurance started or on or after the renewal of this policy and which you knew, or should reasonably have known, could result in a claim.
- Claims arising from prosecutions alleging dishonesty or intentional violence
- Claims notified to Arc Legal more than 180 days after the insured event
- Claims directly or indirectly arising from or caused by construction or structural alterations
- Cover under Section 1 is subject to this policy being in place for a minimum of 90 days before a claim can be made; or 180 days if the employee was at that time subject to any disciplinary proceedings or any verbal or written warning
- Cover under Section 4 is subject to this policy being in place for a minimum of 60 days before a claim can be made
- Cover under Section 5 is subject to this policy being in place for a minimum of 90 days before a claim can be made.
- Professional costs and expenses and attendance expenses incurred by a director arising from the defence of any proceedings alleging a wrongful act committed in his capacity as your director.

**To make a LEGAL EXPENSES claim**

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on 0344 770 1047. If you do not notify Arc Legal within 180 days of becoming aware of a potential claim you will not be covered. For a claim to be accepted there must be good prospects of success in the action proposed.

**LEGAL EXPENSES Complaints**

If you are unhappy with the service that has been provided, you should contact Arc Legal at the address below. If you cannot settle your complaint with Arc Legal, and subject to your business being eligible, you may be entitled to refer it to the Financial Ombudsman Service. For full details of Arc Legal's complaints procedure and how to contact the Financial Ombudsman Service please see the policy document.

Arc Legal's contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel 01206 615000  
Email [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

**Compensation**

Arc Legal are covered by the Financial Services Compensation Scheme. If your business has a turnover is below the equivalent of €2,000,000 and you have less than 10 employees, you may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

**EXCESS**

This is the amount you have to pay towards any valid claim. You will be advised what the excess is when we provide a quotation or renewal terms and the amount of the excess will be stated on your policy schedule.

**Cancellation rights**

We hope you are happy with the cover the policy provides. However, if you are a retail customer (see the definition in policy booklet) you have the right to cancel it within 14 days of receiving the policy documents or the start of the policy, whichever is later without giving any reasons. If this happens, we will refund your premium, first deducting a charge for the cover provided from beginning of the contract until the policy is cancelled.

**Claims**

After any injury or damage or claim or occurrence which could lead to a claim please phone us immediately on:

**0800 072 2050**

The policy requires that:

- You report to the Police any loss, theft damage, arson, malicious damage or riot or civil commotion and obtain a crime book reference from them.
- You take actions to prevent further damage and minimise business interruption
- You forward to us (at the address at the foot of this page) any letter, writ, summons or claim form relating to a claim or potential claim as soon as you receive it,
- You do not admit fault, negotiate or make an offer of settlement of any claim.

**24 hour emergency secure & glass replacement**

For emergency securing, replacement glazing, including all types of frame replacement or repair locks, roller shutters and garage doors call Solarglass Window Care on 0870 870 71 71

**Complaints Procedure**

In the first instance these should be referred to the insurance Intermediary arranging the insurance.

If you are not satisfied with his or her answer, Data Protection Legislation, Prospect House, Thanet Way, Whitstable, CT5 3FD.

You will need to quote your policy number shown in the Schedule.

In the event that our Service providers have not resolved matters within 8 weeks of you writing to them the problem can be referred to the Financial Ombudsman Service. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

**Compensation Scheme:**

The Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

You can get more information about compensation scheme arrangements from the FSCS.