

Tradesman Insurance Policy Summary

Tradesman Insurance Policy
is underwritten by
QBE Insurance (Europe) Limited (QBE)

This **Tradesman Insurance Policy** is an annual insurance contract unless stated otherwise in the quotation or renewal documentation and may be renewed each year subject to the terms and conditions then applicable.

This document provides a summary of the main benefits under the Tradesman Insurance Policy and its terms and conditions. **For full details of all policy benefits and all terms you should read the *policy document*.**

The policy is divided into a number of sections and not all sections may be included as part of your insurance. Please refer to the quotation or renewal documentation for confirmation of the sections of cover selected:

- | | | | |
|---|-------------------------------|---|-----------------------|
| A | Public and Products Liability | E | Personal Accident |
| B | Employers' Liability | F | Business Interruption |
| C | Business Goods | G | Legal Expenses |
| D | Contractors All Risks | | |

Excess

All sections except for sections B will carry an 'excess' being the first amount of each claim that you must pay and is not insured. The amount(s) will be stated in the quotation or renewal documentation.

Requirements for all sections:

You must:

- a) ensure that the premium is paid on time;
- b) ensure that all claims or events that may give rise to a claim are reported to QBE as soon as possible, and within any specific period mentioned in each section;
- c) advise QBE as soon as possible of any and all changes to the declared business activity

Public, Products and Pollution Liability

Significant features and benefits (See *policy document* page 10)

This section provides an indemnity for liability at law to compensate third parties (not employees) for personal injury, accidental property damage, denial of access and nuisance. Products and pollution liabilities covers are automatically included.

Public, Products & Pollution Liability insurance extensions include: (See *policy document* page 10)

1. Defence costs – expenses awarded against the you or incurred in defence of a claim and such defence costs are payable in addition to the limit of indemnity unless a claim is brought under USA or Canadian jurisdiction where such expenses are within the limit of indemnity.
2. Contractual liabilities – contractual obligations relating to injury to third parties.
3. Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
4. Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Section 2 – 8).
5. Inter-company cross liabilities – the insurance will be applied as if separate policies have been issued to each subsidiary but the maximum sums payable will not be increased and will apply so

as to limit the total sum payable across all companies.

6. Manslaughter – payment of manslaughter defence costs whether arising under common law or statute including the Corporate Manslaughter and Corporate Homicide Act 2007.

Significant /unusual exclusions or limitations (See *policy document* page 15)

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below.

Liability for any claim in respect of:

- a) bodily injury to any employee;
- b) damage to:
 - i) property belonging to you;
 - ii) property which is leased let rented hired or lent to or which is the subject of a bailment to you;
- c) the costs of remedying any defect or alleged defect in land or premises sold or disposed of by you or for any reduction in value thereof;
- d) the ownership possession or use by or on your behalf of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the premises or when being used as a tool of trade;
- e) or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by you or other insured party for a fee but this shall not exclude such liability arising in conjunction with products supplied.;
- f) any action for damages brought in a Court of Law of any territory outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in which you have a branch or subsidiary or are represented by a party domiciled in such territory or by a party holding your Power of Attorney;
- g) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by you in connection with any products supplied and which would not have attached in the absence of such warranty or guarantee;
- h) liability arising from replacing, reinstating, rectifying, recalling or guaranteeing the performance of any product;
- i) the excess that is shown in the schedule;
- j) bodily injury, damage or pollution caused by or in connection with anything sold or supplied by you or which to your knowledge are directly or indirectly exported to the United States of America or Canada;
- k) liquidated damages, fines or penalties, punitive damages, aggravated damages, any additional damages resulting from the multiplication of compensatory damages;
- l) anything (other than the products) that you have sold or supplied;
- m) caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials
- n) work undertaken in hazardous locations namely:
 - i) aircraft or watercraft;
 - ii) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access;
 - iii) railways or railway installations;
 - iv) docks or harbours;
 - v) work on offshore installations;
 - vi) quarries mines or collieries;
 - vii) chemical or petro-chemical works oil refineries gas works or fuel storage facilities;
 - viii) power stations or nuclear plant
 - ix) bridges viaducts tunnels dams chimney shafts towers or steeples
- o) Work outside the European Union; other than temporary non-manual visits.

- p) hazardous work undertaken, namely:
- i) demolition except demolition solely undertaken with hand held tools and of structures not exceeding five (5) metres in height by employees your direct service when such work forms an ancillary part of a contract for construction, alteration or repair carried out by you;
 - ii) construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
 - iii) pile driving, tunnelling or quarrying;
 - iv) the use of explosives;
 - v) involving excavations below the limit shown in the policy schedule;
 - vi) involving work at height in excess that shown in the policy schedule.
- q) any payments raised under the Health and Safety (fees) Regulations 2012 relating to 'fees for intervention'

Significant limitations that will restrict payment are:

1. You must notify QBE immediately:
 - a) of events relating to notice of impending inquest, fatal accident inquiry or prosecution relating to bodily injury; or
 - b) coming into knowledge of any other bodily injury.
2. You must advise any and all changes to the declared business activity.
3. Whenever You or any persons acting on Your behalf use a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment or are otherwise applying heat away from your premises you must take reasonable precautions as stipulated in the *policy document* (page 20) to prevent damage.
4. The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.
5. Whenever work is undertaken on your behalf by bona fide subcontractors you are to obtain and establish a procedure for obtaining evidence that such contractors have effected adequate public liability insurance (Public Liability).

Employers' Liability

Significant features and benefits (See *policy document* page 22)

This section provides an indemnity to employers for their legal liability to compensate their employees following bodily injury in the workplace.

Standard extensions include:

1. Defence costs – expenses awarded against You or incurred in defence of a claim.
2. Contractual liabilities – contractual obligations relating to injury to employees.
3. Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
4. Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Sections 2 to 8) when related to an employee injury.
5. Injury to working partners – indemnifies a working partner as though they were an employed person.
6. Manslaughter – payment of manslaughter defence costs whether arising under common law or statute including the Corporate Manslaughter and Corporate Homicide Act 2007.

Significant /unusual exclusions or limitations (See *policy document* page 25)

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below.

Employers' Liability Insurance excludes liability caused by:

1. Injury arising from work on an offshore rig or other installation

2. Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any Road Traffic Act.
3. Injury to employees arising from war or terrorism where the damages and costs exceed £5,000,000.
4. any payments raised under the Health and Safety (fees) Regulations 2012 relating to 'fees for intervention'

Significant limitations that will restrict payment are:

1. You must notify QBE immediately:
 - a) of events relating to notice of impending inquest, fatal accident inquiry or prosecution relating to bodily injury; or
 - b) coming into knowledge of any other bodily injury.
2. You must advise any and all changes to the declared business activity.
3. The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.

Business Goods

Significant features and benefits (*See policy document page 27*)

This section provides cover for replacement or repair at our option in respect of damage to:

1. Tools, machinery and equipment including machinery and equipment for office use including portable electronic equipment belonging to or borrowed or leased by you or your partners principals directors or employed persons used in connection with the business at the premises.
2. stock-in-trade, trade samples and goods held in trust for which you are responsible whilst at the premises.

by any cause not otherwise excluded that occurs during the period of insurance:

Cover is extended to automatic reinstatement of the sum insured from the date of the loss unless there is written notice by us or you saying otherwise. Subject to additional premium

Significant / unusual exclusions or limitations (*See policy document page 28*)

The section contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. QBE will not pay for:

1. mechanical or electrical breakdown or derangement,
2. damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether your property or not where such damage is caused by programming or operator error, virus or similar mechanism or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data),
3. damage to the property insured resulting from its undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair,
4. damage caused by or consisting of acts of fraud or dishonesty or disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error,
5. damage caused by theft or attempted theft:
 - a) not involving entry into or exit from buildings by forcible or violent means;
 - b) by any person lawfully in the premises where you or your partners, directors or employed persons or any member of your household is involved;
 - c) from any building or part of any building not capable of being locked;
 - d) from the open or from any yard, compound, garden or car park.
6. damage attributable solely to change in water table level,
7. damage caused by or consisting of:
 - a) an existing or hidden defect,
 - b) gradual deterioration, wear and tear, corrosion, rust or rot,
 - c) change in temperature, colour, flavour, texture or finish.
8. damage to moveable property in the open by wind, rain, hail, sleet or snow, flood and dust.

Significant limitations that will restrict payment are:

You must:

- a) ensure that the sums insured reflect the full amount to repair or replace the items insured;
- b) meet the minimum security standards as set out in the *policy document*.

Contractors All Risks

Significant features and benefits (See *policy document* page 31)

This section provides cover for replacement or repair at our option in respect of damage to:

1. property forming part of the permanent or temporary works completed or in the course of completion in the performance of the contract with your principal, and
 2. materials or other goods supplied for incorporation into the works but not including property more specifically insured
 3. temporary buildings and caravans; and
 4. constructional plant, tools and equipment and
 5. tools and personal effects belonging to an employee
- by any cause not otherwise excluded occurring during the period of insurance:

Contractors all risks extensions (See *policy document* – page 31)

This section includes the following automatic cover extensions:

1. continuing hire charges
 - a) compensation to the owner for damage to any hired in plant caused by its own breakdown or its own explosion;
 - b) any hire charges lost as a result of physical damage to the hired in plant or breakdown of the hired in plant due to the negligence of or misuse by you.
2. debris removal and professional costs in respect of contract works damage
3. escalator clause – up to 20% increase to allow for an increase in the value of a contract
4. expediting costs – extra charges for overtime and the like, required after any damaged property is repaired or replaced
5. immobilised plant – payment for necessary costs involved in recovering immobilised or immovable property being used in connection with any contract
6. off-site storage – costs of temporary offsite storage of contract materials
7. redrawing plans and documents – defence costs up to £25,000 for any one claim for rewriting or redrawing plans, drawings or other contract documents following their damage
8. show houses and contents – cover for show house properties until they are sold
9. speculative building – cover for contents of show house properties until they are sold up to a maximum of 6 months from practical completion with a maximum £250,000 any one loss.

Significant /unusual exclusions or limitations (See *policy document* page 34)

The section contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. QBE will not pay for:

1. Faulty workmanship and design - damage to property insured which is faulty due to a defect in the design plan specification materials or workmanship
2. Penalties under contract - penalties under any contract for delay detention or loss of use or consequential loss or damage of any kind.
3. Responsibility of other people - damage due to any owner tenant or occupier using any part of the permanent works for which you are no longer responsible under the conditions of the contract.
4. damage attributable solely to change in water table level,
5. damage caused by or consisting of:
 - a) an existing or hidden defect,
 - b) gradual deterioration, wear and tear, corrosion, rust or rot,
 - c) change in temperature, colour, flavour, texture or finish
 - d) theft from unattended vehicles, unless there is evidence of Forcible and violent entry to the vehicle'

6. damage to:
 - a) aircraft, watercraft or hovercraft
 - b) mechanically propelled vehicles licenced for road use
 - c) Money and the like
 - d) deeds or manuscripts
 - e) property being worked upon
 - f) property more specifically insured elsewhere

Personal Accident

Significant features and benefits (See *policy document* page 37)

This section provides compensation to the insured person in the event of disablement or permanent injury. The benefits as stated in the schedule are only payable in the event of injury or death to a named individual.

The quotation or renewal documentation will detail the benefits and insured person(s) that are covered.

Injury must arise as a result of a single, sudden and unexpected event as a result of an accident.

Additional personal accident costs and expenses

1. Funeral expenses of up to GBP 5,000 following death of an insured person by an insured cause
2. Emergency travel and accommodation expenses up to GBP 1,000 following death of an insured person by an insured cause

Significant /unusual exclusions or limitations (See *policy document* page 37)

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. QBE will not pay:

1. any sum in excess of the benefit limits stated in the quotation or renewal documentation.
2. for the first number of days (deferment period) of temporary disablement stated in the quotation or renewal documentation.
3. for injury resulting from air travel as pilot or air crew
4. for injury resulting from deliberate exposure to exceptional danger, except in an attempt to save human life.
5. for injury resulting from engaging in or taking part in
 - a) naval, military or air force service or operations,
 - b) motor sports, winter sports, scuba diving to a depth greater than fifteen (15) metres, rock climbing or mountaineering, caving or potholing, paragliding, parachuting or sky diving, hunting on horseback, or racing of any kind except on foot;
6. for injury or death caused by sickness or natural causes.
7. suicide or attempted suicide, intentional self-inflicted injury including self-inflicted injury arising from mental illness or intentional injury of the insured person or the insured person being in a state of insanity
8. Any person aged seventy (70) or over.
9. War in the insured person's country of domicile
10. Nuclear, chemical or biological hazards.
11. Any amount in excess of five times the annual salary of the insured person in respect of death or Permanent total disablement, or the amount shown in the schedule (whichever is the less)
12. Any amount per week in excess of the insured person's gross weekly earnings or the amount shown in the schedule, (whichever is the less)

Significant limitations that will restrict payment are:

The insured must: advise any and all changes of occupation of the insured person

Business interruption (See *policy document* page 40)

Significant Features and Benefits

This section provides indemnity for the loss which arises as a result of damage to the property covered by the Business goods section provided the property damage is not being excluded by the policy. It must occur at the situations agreed with QBE.

The insurance will only cover increased cost of working and/or outstanding debit balances as described in the quotation or renewal documentation.

Business interruption extensions

1. Contract sites - damage to property situate on a site where you are carrying out a contract resulting in loss of income
2. Denial of Access – damage to property within 250m that prevents or hinders access resulting in loss
3. Notifiable disease – the occurrence of a defined notifiable disease at your premises that results in interruption to trade and loss of income
4. Utilities – damage to property at land based electrical generating station, gas plant, water processing plant or telecommunications service premises (but not transmission lines or pipes).
5. Customers – loss caused by damage at the premises of your customer.
6. Suppliers - loss caused by damage at the premises of your supplier

Significant / Unusual Exclusions or Limitations

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. Business Interruption excludes:

1. any sum in excess of the sums insured or limits of liability or which continues for a period that exceeds the maximum indemnity period stated in the quotation or renewal documentation;
2. loss in consequence of damage that is also excluded under the Business Goods section;
3. loss caused by the deliberate act of a supply authority withholding the supply of water, gas, electricity or fuel.
4. Any amount in excess of GBP 25,000 for outstanding debit balances.

Legal expenses

Significant features and benefits (See *policy document page 44*)

This section provides legal expenses insurance underwritten by DAS covering defence costs you become liable to pay arising out of legal disputes provided that the insured incident happens during the period of insurance and is within the territorial limits. Defence costs include legal, accountants and court attendance costs.

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice, business assistance and counselling for all employees or their immediate family members. As well as the helpline, DAS maintains and regularly updates their website where you can access business tools and advice concerning recent legislation and employment issues.

Please refer to the *policy documentation* for full details of DAS's helpline, website, complaints and claims procedures.

This policy covers:

1. Employment disputes and compensation awards
2. Property protection and bodily injury
3. Legal defence
4. Tax protection
5. Statutory licence protection
6. Contract disputes

Significant exclusions or limitations (See *policy document page 47*)

Each of the insured incidents has specific exclusion which relate to them, for full details please read the *policy documentation* carefully.

Unless otherwise stated in the quotation or renewal documentation or policy addendum the policy shall exclude:

1. defence costs incurred before the written acceptance of a claim by us.
2. fines, penalties, compensation or damages.
3. any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements.
4. any claim relating to franchise or agency agreement.
5. any insured incident deliberately or intentionally caused by a person insured.
6. any claim relating to a shareholding or partnership share.
7. judicial review.
8. legal action you take which we or the representative has not agreed to.
9. bankruptcy.

Important Information

Your Right to Cancel (See *policy document page 55*)

You may cancel this policy by giving 14 days notice in writing to your insurance adviser at the address shown in their correspondence or to QBE Insurance (Europe) Ltd .

We have the right to cancel the policy at any time during the period of insurance by serving you with 14days written notice. Notice shall be deemed to be duly received in the course of post if sent by prepaid letter post properly addressed.

Renewing your Policy

If QBE are willing to invite renewal of the policy QBE will endeavour to provide renewal information 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

Claim Notification (See policy document page 38)

Should you wish to make a claim you should contact QBE as soon as possible. You may contact QBE at the address shown in the policy schedule.

Complaint Procedure (See the policy document page 85)

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you. If you remain unhappy please contact QBE Customer Relations at the address below or e-mail:

CustomerRelations@uk.qbe.com or telephone + 44 (0) 20 7105 5988; of fax: + 44 (0) 20 7105 4032.

For Legal expenses section please contact:

Our customer relations department at **our** head office address shown below. Or **you** can telephone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk

If QBE or DAS cannot resolve the matter to your satisfaction you can, if you wish, refer the matter to the Financial Ombudsman Service at the following address: Insurance Division, The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Referral to the Financial Ombudsman Service is only available to commercial customers in limited circumstances. Making a complaint does not affect your right to take legal proceedings.

Compensation

QBE is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Compensation for non-compulsory insurance will be paid at 90% with no upper limit and at 100% if the insurance is legally compulsory with no upper limit. Compensation is only available to commercial customers in limited circumstances

Further information can be obtained from QBE at the address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

Directive Required Information

QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and, with effect from 14 January 2005, to undertake insurance mediation, under Registration Number **202842**

DAS Legal Expenses Insurance Company Limited,

DAS is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is a member of the Insurance Ombudsman Bureau. Registration Number 202106.

You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. In the event of a complaint please read the procedure set out above.

The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and the company agree otherwise. The language used in this policy and any communications relating to it will be English.

Company Head Office

The company's home state is the United Kingdom and the company's Head Office and registered address is: **QBE Insurance (Europe) Limited**, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561 enquiries@qbe-europe.com

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Tel: 0117 934 2000 Fax: 0117 934 2109
Registration Number 202106.