

## Tradesman Insurance Policy Summary

*Underwritten by a member of the **QBE Insurance Group (QBE)** (details are provided below)*

This insurance is an annual contract unless stated otherwise and it may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. **For full details of the start date and end date of the policy, you should read the policy schedule.**

This document provides only a summary of the main benefits your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy.**

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

### **Limit of indemnity, sub-limit of indemnity, territorial limit and jurisdictional limit**

This insurance is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. There are also territorial and jurisdictional limits which apply to specific sections of this policy. **Please refer to your policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.**

### **Excess or deductible**

Most cover sections will carry an 'excess' or 'deductible' being the first amount of each claim or occurrence that you must pay and is not covered by your insurance. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with a qualification whether the amount will be applied per claim or per occurrence.

### **Conditions**

You must:

- a) make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;
- b) notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;
- c) notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and
- d) comply with the general conditions and any specific conditions designed to reduce the risk of loss.

## **Public, Products and Pollution Liability**

### **Significant features and benefits**

This section provides an indemnity for liability at law to compensate third parties (not employees) for accidental bodily injury or accidental property damage. Products and pollution liabilities covers are automatically included. Contractual liabilities – contractual obligations relating to injury to third parties.

- Defence costs – expenses awarded against the insured 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, then they form part of the limit of indemnity.
- Contractual liabilities – contractual obligations relating to injury to third parties.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract. Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Section 2 – 8).

- 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.
- Data Protection - valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR. This extension shall be subject to certain exclusions and subject to a sub-limit of indemnity as detailed in the policy wording;
- Advertising injury including oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, products or services.
- Manslaughter – payment of manslaughter defence costs whether arising under common law or statute including the Corporate Manslaughter and Corporate Homicide Act 2007.

### **Significant or 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.

Liability for any claim in respect of:

- bodily injury to any employee;
- damage to:
  - a) property belonging to you;
  - b) property which is leased let rented hired or lent to or which is the subject of a bailment to you;
- 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;
- 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;
- lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment);
- 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 is represented by a party domiciled in such territory or by a party holding your Power of Attorney;
- 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;
- liability arising from replacing, reinstating, rectifying, recalling or guaranteeing the performance of any product;
- the excess that is shown in the schedule;
- 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;
- liquidated damages, fines or penalties, punitive damages, aggravated damages, any additional damages resulting from the multiplication of compensatory damages;
- anything (other than the products) that you have sold or supplied;
- or 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
- work undertaken in hazardous locations namely:
  - a) aircraft or watercraft;
  - b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access;
  - c) railways or railway installations;

- d) docks or harbours;
- e) work on offshore installations;
- f) quarries mines or collieries;
- g) chemical or petro-chemical works oil refineries gas works or fuel storage facilities;
- h) power stations or nuclear plant
- i) bridges viaducts tunnels dams chimney shafts towers or steeples
- hazardous work undertaken, namely:
  - a) demolition except demolition solely undertaken with hand held tools and of structures not exceeding five (5) metres in height by employees in the direct service of the insured when such work forms an ancillary part of a contract for construction, alteration or repair carried out by you;
  - b) construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
  - c) pile driving, tunnelling or quarrying;
  - d) the use of explosives;
  - e) involving excavations below three (3) metres in depth;
  - f) involving work at height in excess of fifteen (15) metres.

**Significant limitations that will restrict payment are:**

- The insured must notify insurers 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.
- The insured must advise any and all changes to the declared business activity.
- Whenever the insured or any persons acting on behalf of the insured 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 the insured's premises the insured must take reasonable precautions as stipulated in the *policy document* (pages 9-10) to prevent damage.
- The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.
- 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**

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

Standard extensions include:

- Defence costs – expenses awarded against the insured or incurred in defence of a claim.
- Contractual liabilities – contractual obligations relating to injury to employees.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Data Protection - valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR. This extension shall be subject to certain exclusions as detailed in the policy wording;

- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 when related to an employee injury.
- Injury to working partners – indemnifies a working partner as though they were an employed person.
- Manslaughter – payment of manslaughter defence costs whether arising under common law or statute including the Corporate Manslaughter and Corporate Homicide Act 2007.

### **Significant or 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.

Employers' Liability Insurance excludes liability caused by:

- Injury arising from work on an offshore rig or other installation
- Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any Road Traffic Act.
- Injury to employees arising from war or terrorism where the damages and costs exceed £5,000,000.

### **Significant limitations that will restrict payment are**

- The insured must notify insurers 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.
- The insured must advise any and all changes to the declared business activity.
- 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**

This section provides cover for replacement or repair at our option in respect of damage to the property insured by any cause not otherwise excluded during the period of insurance:

- 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.
- stock-in-trade, trade samples and goods held in trust for which you are responsible whilst at the premises.

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 or unusual exclusions or limitations**

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:

- mechanical or electrical breakdown or derangement,
- 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),
- damage to the property insured resulting from its undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair,

- damage caused by or consisting of acts of fraud or dishonesty or disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error,
- 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.
- damage attributable solely to change in water table level,
- 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.
- damage to moveable property in the open by wind, rain, hail, sleet or snow, flood and dust.

## Contractors All Risks

### Significant features and benefits

This section provides cover for replacement or repair at our option in respect of damage to the property insured by any cause not otherwise excluded during the period of insurance:

- permanent or temporary works carried out under any contract or development and materials used on or next to the site or being transported by road rail or inland waterway within the territorial limits,
- constructional plant, machinery, trailers, tools, equipment, site huts or caravans (including their contents) you have hired to use in connection with the business while on the site of any contract or while being transported by road rail or inland waterway within the territorial limits,
- constructional plant, machinery, trailers, tools, equipment, site huts or caravans (including their contents) belonging to you for use in connection with the business while on or next to the site of any contract carried out by you in transit by road rail or inland waterway or elsewhere within the territorial limits,
- portable tools and equipment including portable electronic equipment the personal property of you or your partners principals directors or employed persons.

### Significant or unusual exclusions or limitations

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:

- Faulty workmanship and design - damage to property insured which is faulty due to a defect in the design plan specification materials or workmanship
- Penalties under contract - penalties under any contract for delay detention or loss of use or consequential loss or damage of any kind.
- 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.
- damage attributable solely to change in water table level,
- 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

## Personal Accident

### Significant features and benefits

- 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.

### **Significant or 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. QBE will not pay:

- any sum in excess of the benefit limits stated in the quotation or renewal documentation.
- for the first number of days (deferment period) of temporary disablement or sickness stated in the quotation or renewal documentation.
- for injury resulting from air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft.
- for injury resulting from deliberate exposure to exceptional danger, suicide or attempted suicide or intentional self-inflicted injury.
- for injury resulting from engaging in or taking part in:
  - a) naval, military or air force service or operations,
  - b) underwater activities involving the use of breathing apparatus;
  - c) rock climbing or mountaineering, potholing, hunting on horseback, or driving or riding in any kind of race,
  - d) driving or riding on motor cycles or motor scooters other than mopeds.
- for injury resulting from being under the influence of alcohol as defined by the motor vehicle laws or under the influence of drugs or narcotics that are not lawfully available.
- for injury resulting from injury or medical conditions existing before commencement of the policy.
- for injury resulting from venereal disease, hepatitis B, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS Related Complex (ARC).
- for injury resulting from using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the insured person plays.
- for the death of the insured person, if caused by sickness or natural causes.
- for injury resulting from or engaging in winter sports.

## **Legal Expenses**

### **Significant features and benefits**

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:

- Employment disputes and compensation awards
- Property protection and bodily injury
- Legal defence
- Tax protection
- Statutory licence protection
- Contract disputes

**Significant or unusual exclusions or limitations**

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:

- any claim reported to us more than one hundred and eighty (180) days after the date the person insured should have known about the insured incident.
- defence costs incurred before the written acceptance of a claim by us.
- fines, penalties, compensation or damages.
- any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements.
- any claim relating to franchise or agency agreement.
- any insured incident deliberately or intentionally caused by a person insured.
- any claim relating to a shareholding or partnership share.
- judicial review.
- legal action you take which we or the representative has not agreed to.
- bankruptcy.

## Important information

### Insurance Act 2015

This policy has been amended to take account of the provisions of the Insurance Act 2015, and is intended to comply with them, unless otherwise stated by way of endorsement or in the schedule.

### Your right to cancel

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. **QBE** may issue 30 days written notice of cancellation at any time by writing to your last known address when we will allow a pro rata refund of premium.

### Renewing your policy

If **QBE** are willing to invite renewal of the policy **QBE** will use best endeavours to tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

### Premium payment

The insured is liable to pay the premium as set out in the policy. **For full details of payment of premium and the duration of payments of premium you should read the policy and the schedule.**

### Other restrictions

Certain endorsements that might apply to your policy may restrict cover. **For full details you should read the policy documentation.**

### Claim notification

Should you wish to make a claim you must notify **QBE** as soon as practical on receipt of any claim, suit or becoming aware of circumstances that is likely to lead to a claim. But please read your policy as specific time limits may apply for claim notification. You may contact **QBE** at the address shown below.

### Complaint procedure

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 wish to contact the insurer directly you can:

- a) e-mail: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com), write to Customer Relations, **QBE** European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD, or telephone 020 7105 5988; or
- b) where the insurer is or includes a Lloyd's syndicate, e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), write to Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, or telephone 020 7327 5693.

Please note that Lloyd's will consider a complaint only if you are considered to be an 'eligible complainant' by the Financial Ombudsman Service (FOS) – see below.

In each case, you should quote the policy or claim reference.

A summary of the insurer's complaints handling procedure is available on request and will also be provided to you when acknowledging a complaint.

If you feel that your complaint has not been satisfactorily resolved, you may contact the FOS to review the complaint.

To be an eligible complainant, you must be:

- a) a consumer;
- b) a micro-enterprise – a business that has an annual turnover of under EUR2million employing fewer than ten (10) employees;
- c) a charity with an annual income of less than GBP1million; or
- d) a trustee of a trust with net assets of less than GBP1million.



If eligible, you can contact the FOS via its website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>, write to the FOS, Exchange Tower, London E14 9SR, or telephone 0300 123 9 123 or 0800 023 4567.

You must refer its complaint to the FOS (a) within six (6) months of the insurer's final response letter or (b) when the insurer has failed to resolve the issue within eight (8) weeks.

The FOS provides impartial advice free of charge and contacting them will not affect your legal rights.

### **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; PO Box 300, Mitcheldean, GL17 1DY; or from their website (<http://www.fscs.org.uk/contact-us/>).

### **The law and language applicable to the policy**

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

### **Your insurer**

Your quotation or renewal documentation will state the name of the licenced insurer within the QBE Insurance Group (**QBE**) that is providing your insurance cover. It will be one of or a combination of the following companies.

#### QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares (company number 1761561) and is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

#### QBE Casualty Syndicate 386 and QBE Syndicate 1886

QBE Casualty Syndicate 386 and QBE Syndicate 1886 are managed by QBE Underwriting Limited (company number 01035198) and are Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 204858.

You may check these details by visiting the FCA's website: <http://www.fca.org.uk/> or by contacting the FCA on 0845 606 9966. In the event of a complaint please read the procedure above.

### **Your insurer's Head Office**

The insurer's home state is the United Kingdom and its Head Office and registered address is: 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](mailto:enquiries@qbe-europe.com)