

**Tradesmen Insurance Policy** is underwritten by  
**QBE Insurance (Europe) Limited (QBE)**

This **Tradesmen 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 Tradesmen 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 | D | Contractors All Risks |
| B | Employers' Liability          | E | Personal Accident     |
| C | Business Goods                | F | Legal Expenses        |

## 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.

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

### **Significant features and benefits** (See *policy document* page 4)

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.

### **Public, Products & Pollution Liability insurance extensions** (See *policy document* pages 5-7)

1. Costs and expenses – expenses awarded against the insured or incurred in defence of a claim and such defence costs and expenses 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.
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.

### **Significant /unusual exclusions or limitations** (See *policy document* page 8)

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**;
- e) lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment);
- 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 is 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 first £250 of each and every claim for **damage** to property;
- 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) 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
- 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) 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 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;
  - 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 three (3) metres in depth;
  - vi) involving work at height in excess of fifteen (15) metres.

Significant limitations that will restrict payment are:

1. 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.
2. The insured must advise any and all changes to the declared business activity.
3. 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.
4. The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.

## **Employers' Liability**

**Significant features and benefits** (See *policy document* pages 11-13)

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

Standard extensions include:

1. Costs and expenses – expenses awarded against the insured 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

**Significant /unusual exclusions or limitations** (See *policy document* page 13)

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.

Significant limitations that will restrict payment are:

1. 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.
2. The insured 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* pages 14)

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:

1. 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.

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* pages 14)

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 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:

The insured must:

- a) pay (or agree to pay) the premium by the agreed due date,
- b) notify events that may become a claim as soon as possible,
- c) advise any and all changes to the declared business activity or use of any premises,
- d) meet the minimum security standards as set out in the *policy document*.

## Contractors All Risks

### Significant features and benefits *(See policy document page 15)*

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:

1. 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,
2. 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,
3. 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,
4. portable tools and equipment including portable electronic equipment the personal property of you or your partners principals directors or employed persons.

### Contractors all risks extensions *(See policy document – page 15-18)*

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 the Insured
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 – costs and expenses 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 limit of £10,000 per property

### Significant /unusual exclusions or limitations *(See policy document pages 18-19)*

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 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

## Personal Accident

### **Significant features and benefits** (See *policy document* page 20)

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 /unusual exclusions or limitations** (See *policy document* pages 20-21)

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 or sickness stated in the quotation or renewal documentation.
3. for injury resulting from air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft.
4. for injury resulting from deliberate exposure to exceptional danger, suicide or attempted suicide or intentional self-inflicted injury.
5. 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.
6. 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.
7. for injury resulting from injury or medical conditions existing before commencement of the policy.
8. for injury resulting from venereal disease, hepatitis B, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS Related Complex (ARC).
9. 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.
10. for the death of the insured person, if caused by sickness or natural causes.

### Significant limitations that will restrict payment are:

The insured must:

- a) pay (or agree to pay) the premium prior to the agreed due date.
- b) notify events that may become a claim as soon as possible.
- c) advise any and all changes of occupation of the insured person

## Legal expenses

### **Significant features and benefits** (See *policy document* pages: 22-26)

This insured section provides legal expenses insurance underwritten by DAS covering costs and expenses 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. Costs and expenses 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

Optional cover: Contract disputes

**Significant exclusions or limitations** (See *policy document* pages 26-27)

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

## ***Important Information***

**Your Right to Cancel** (See *policy document* page 34)

You may cancel this policy in the first year of insurance during the fourteen (14) days after the contract has been concluded by giving notice in writing to your insurance adviser at the address shown in their correspondence or to QBE Insurance (Europe) Ltd. This right does not apply at the first or any subsequent renewal of the policy.

We have the right to cancel the policy at any time during the period of insurance by serving you with 21 days 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 the insurers are willing to invite renewal of the policy the insurers 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 32)

Should you wish to make a claim you should contact the insurer as soon as possible. You may contact the insurer at the address shown below.

**Complaint Procedure** (See the *policy document* page 43)

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 the Managing Director of the insurers at the Head Office address below.

If your complaint is still not resolved 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 South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR. Referral to the Financial Ombudsman Service is available to all private individuals and eligible commercial customers. Making a complaint does not affect your right to take legal proceedings.

A summary of our complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

## Compensation

The insurers are 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. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory). Compensation is available to all private individuals and eligible commercial customers.

Further information can be obtained from QBE at the Head Office address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; 7th Floor, Lloyd's Chambers, 1 Portsoken Street, London E1 8BN; Tel: 020 7892 7300.

## Directive Required Information

### QBE Insurance (Europe) Limited

**QBE** Insurance (Europe) Limited is a private company limited by shares and is authorised and regulated by the Financial Services Authority (FSA) 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 and regulated by the Financial Services Authority and is a member of the Insurance Ombudsman Bureau. Registration Number 202106.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

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 insurers home state is the United Kingdom at the Head Offices' locations below.

**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](mailto: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.