

Tradesman and Professionals Summary

This document is a summary of the significant features, benefits, limitations and exclusions of the cover, but does not form or contain full terms of the policy. They can be found in the policy wording so please take time to read it in conjunction with the statement of fact and policy schedule.

It is important that you read these fully before making any decision about your insurance.

Some of the covers provided are optional and will only apply if you have selected them and they are shown as being operative on the schedule.

Your cover is valid for a period of 12 months or as detailed in your policy schedule and is renewable annually.

Standard Cover

Public Liability and Products Liability

Provides protection against your legal liability for injury and damage to property including:

- obstruction, trespass or nuisance
- interference with any easement, any right of way, light, air, water, pedestrian road, rail, air or waterborne traffic
- invasion of the right of privacy
- wrongful arrest, detention, imprisonment or eviction of any person malicious prosecution

up to the limit of indemnity stated in the schedule plus any costs and expenses

Significant Features and Benefits

- Compensation for Court Attendance Costs – up to £500 per day
- Consumer Protection and Food Safety Act
- Contingent motor liability
- Corporate Manslaughter and Corporate Homicide - £1,000,000 or the limit of indemnity shown in the schedule whichever is the lower, any one period of insurance
- Defective Premises Act 1972
- General Data Protection Regulations - £1,000,000
- Health and Safety at Work 1974
- Indemnity to other persons
- Movement of obstructing vehicles
- Overseas personal liability
- Temporary employees – max 50 man-days
- Work in the EU providing it represents no more than 25% of your turnover

Significant Exclusions and Limitations

- Asbestos
- Contractual liability
- Cover for Acts of Terrorism is limited to £2,000,000 or the limit of indemnity shown in the schedule, whichever is the lower
- Damage to property in your custody or control of the Insured (other than leased or rented premises)
- Electronic data
- Electronic data
- Exports to the USA
- Hazardous locations
- Hazardous work
- Injury to employees
- Internet or cyber Liability
- Libel, slander and intellectual Property
- Manual work in North America
- Pollution (other than that caused by a sudden identifiable unintended and unexpected event)
- Pressure waves and sonic bangs
- Professional services (for a fee)
- Radioactive contamination
- The excess as stated in the schedule
- War risks and government action

Significant Conditions

- Use of heat - where there is any process involving the application of heat away from your own premises
- Groundwork - before starting any ground work involving digging, drilling, boring, excavation or earth moving operation

Please see the **Public and Products Liability Section, General Exclusions, General Conditions and Claims Conditions.**

And /or

Contract Works

Provides cover for damage to the Contract Works and all materials.

Significant Features and Benefits

- Debris removal
- Employees effect - £500 in respect of any one person
- Fly tipping -£10,000 any one claim
- Joint names or multiple insureds
- Local Authorities – additional costs to comply with Acts of Parliament or Public Authority Bye-Laws

- Off-site storage - £250,000 limit at any storage site other than at the contract site
- Professional fees
- Show property contents - £50,000 any one house
- Speculative developments – 90 days extension following practical completion
- Subrogation waiver against subcontractors engaged by you

Significant Exclusions and Limitations

- Breakdown wear and tear
- Consequential loss
- Cost of repairing or rectification of defective design
- Existing structures
- Pollution or contamination
- Scratching
- Shortages and unexplained disappearances
- Stock in trade unless designated for use in the Contract Works
- The Excess

Significant Conditions

- Storage of unattended or fixed non-ferrous metals
- Use of heat - where there is any process involving the application of heat at the contract site

Please see the **Contract Works Section, General Exclusions, General Conditions and Claims Conditions.**

Optional Covers

The following can only be insured with either of the Standard Covers which, if cancelled mid-term, means that all Optional covers will be cancelled from the same effective date.

Employers Liability

Provides protection against your legal liability to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses.

Significant Features and Benefits

- Corporate Manslaughter - £1,000,000 and one period of insurance
- Compensation for Court attendance costs – up to £500 per day
- Health and Safety at Work 1974
- Indemnity to other persons
- Temporary employees – max 50 man-days
- Unsatisfied Court Judgements

Significant Exclusions and Limitations

- Cover for Acts of Terrorism is limited to £5,000,000
- Injury to any employee where motor insurance is required by any road traffic legislation
- Working on any offshore installation including whilst in transit to or from such installation

Please see the **Employers' Liability Section, General Exclusions, General Conditions and Claims Conditions.**

Own or Hired-in Plant

Provides cover for damage to own plant, hired-in plant and temporary buildings.

Significant Features and Benefits

- Electrical or mechanical breakdown or explosion
- Continuing hire charges and negligent breakdown for hired-in plant - £25,000 limit any one item of plant
- Damage to security devices - £1,000 limit any one claim
- Immobilised plant recovery costs – up to £25,000
- Own plant repair - costs of overtime, shift working and delivery – limit £10,000 any one claim
- Testing and commissioning damage covered up to 45 days

Significant Exclusions and Limitations

- Consequential loss
- Damage from foreign bodies entering materials being processed
- Overloading or abnormal conditions
- Pollution or contamination
- Shortages and unexplained disappearances
- The excess as stated in the schedule
- Unattended own and hired-in plant – damage caused by theft or malicious person at night and weekends unless security conditions are complied with
- Vehicles which require insurance under any road traffic legislation
- Wear and tear

Please see the **Own or Hired-in Plant Section, General Exclusions, General Conditions and Claims Conditions.**

Tools and Transit

Provides all risks cover for:

- Business tools and business equipment belonging to or hired by you or your employees including whilst in transit
- Business goods belonging to you and being carried in your own vehicle

Significant Features and Benefits

- Removal of debris.
- Clothing and personal effects up to £250 any one person.

Significant Exclusion and Limitations

- £1,500 limit in respect of any one item (unless a higher Sum Insured is specified in the schedule)
- Moveable property in the open where damage arises as a result of wind, rain, hail, sleet, snow, flood or dust;
- Property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing;
- Computer records;
- Money;
- Livestock;
- Precious stones, bullion, gold or silver articles and jewellery;
- Theft from any unattended motor vehicle and/or trailer between the hours of 20:00 and 07:00 unless the precautions detailed in the policy Wording are complied with.
- The excess for each claim:
 - £200 in respect of loss of or damage to computers or to computer equipment accessories, parts or software and
 - £100 in respect of all other losses.

Please see the **Tools and Transit Section, General Exclusions, General Conditions and Claims Conditions.**

Property Damage All Risks

Provides all risks (including subsidence) cover for Business Equipment and Stock insured at the premises.

Significant Features and Benefits

- Alterations and Additions – 10% of the total sum insured or £100,000 whichever is the lesser
- Changing locks – if keys are stolen. £1,000 limit any one claim
- Damage to surfaces of carparks, yards and similar - £5,000 limit any one claim
- Dismantling and re-erection costs
- Drain clearing - £2,500 limit any one claim
- Fixed glass neon and illuminated signs
- Loss of metered utilities - £2,500 limit any one claim
- Loss of money (including personal accident assault)
- Property at exhibitions - £5,000 limit any one claim
- Removal of debris – reasonable costs incurred
- Temporary removal of Business Equipment for cleaning and renovation – 15% of the sum insured
- Temporary removal of documents – 15% of the sum insured
- Theft damage to building for which you are legally responsible - £25,000 limit any one claim providing the buildings are not insured elsewhere

Significant Exclusions and Limitations

- Property self-igniting, over running, having excessive pressure, short circuiting, self-heating or leakage of electricity
- Damage by storm, tempest, flood or theft to the property insured in the open or within open-fronted or open-sided buildings
- Theft unless involving forcible and violent entry to or exit from a building or involving assault or violence or threat to you or any of your employees
- Subsidence by collapse, cracking, shrinkage, expansion or settlement of building or movement of made up ground, coastal or river erosion
- Property and structures in course of demolition, construction, erection or structural alteration
- Inherent vice, latent defect, gradual deterioration, wear and tear, frost and its own faulty or defective design
- Faulty or defective workmanship, operational error or omission
- Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
- Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock,
- Watercraft or aircraft
- Acts of Terrorism
- The Excess
- Damage caused by riot and civil commotion, malicious persons, escape of water, sprinkler leakage and escape of oil in any vacant or unoccupied buildings

Please see the **Material Damage All Risks Section, General Exclusions, General Conditions and Claims Conditions.**

Business Interruption All Risks

Provides all risks (including subsidence) cover for loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage. Cover is on Increase in Cost of Working basis.

Significant Features and Benefits

- Accountants charges – the reasonable charge you pay your accountants for providing proofs or evidence in the event of a claim
- Payments on account

Significant Exclusions and Limitations

- Liability must have been admitted under the Property Damage insurance for there to be a Business Interruption claim
- Property self-igniting, over running, having excessive pressure, short circuiting, self-heating or leakage of electricity
- Damage by storm, tempest, flood or theft to the property insured in the open or within open-fronted or open-sided buildings
- Theft unless involving forcible and violent entry to or exit from a building or involving assault or violence or threat to you or any of your employees
- Subsidence by collapse, cracking, shrinkage, expansion or settlement of building or movement of made up ground, coastal or river erosion
- Property and structures in course of demolition, construction, erection or structural alteration
- Inherent vice, latent defect, gradual deterioration, wear and tear, frost and its own faulty or defective design
- Faulty or defective workmanship, operational error or omission
- Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
- Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock,
- Watercraft or aircraft
- Acts of Terrorism
- The Excess
- Damage caused by riot and civil commotion, malicious persons, escape of water, sprinkler leakage and escape of oil in any vacant or unoccupied buildings

Please see the **Business Interruption All Risks Section, General Exclusions, General Conditions and Claims Conditions.**

Professional Indemnity

Provides protection against any claim including claimant's costs and expenses in respect of legal liability for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the business.

Significant Features and Benefits

- Dishonesty of employees
- Indemnity to employees, former employees and/or consultants
- Loss of or damage to documents - £50,000 limit for all claims during the period of insurance
- Self-employed persons

Significant Exclusions and Limitations

- Asbestos
- Bodily injury and/or property damage
- Claims – must be made against you and notified to us during the period of insurance
- Contractual liability
- Directors' and officers' liability
- Failure to arrange insurance and/or finance
- Fines, penalties, punitive, multiple or exemplary damages
- Fraud, dishonesty of criminal act
- Jurisdiction outside the territorial limits
- Liability arising out of employment
- Liability involving transport or property owned by you
- Loss of documents - magnetic or electrical media
- Pension Trustee Liability
- Pollution
- Supply of goods
- Trading losses

Significant Conditions

- Admission of liability
- Discovery of a claim or circumstance
- Retroactive - cover provided on the basis that there was in place at the time of the incident, professional indemnity insurance to the same extent as provided by this section.
- Subrogation

Please see the Professional Indemnity Section, General Exclusions, General Conditions and Claims Conditions

Legal Expenses

Insurance provider for this Section

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ.

Advice and online help

You will have free access to legal and tax, telephone advice services by calling the Markel advice line. You will also be able to register for the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP.

Claims notifications

Legal Expenses only covers claims notified to us within the period of insurance.

Claims handling and notification

Where you have the legal right of freedom to choose, you may choose you own representative provided the representative is appropriate and their charging rate is fair and reasonable. Initial notification of a claim must be made either by writing to us or calling us using the telephone number shown in your policy:

The Claims Department, Markel Legal Expenses Insurance, 20 Fenchurch Street, London, EC3M 3AZ,

LEIclaimsuk@markel.com

The most that we will pay any one claim	Criminal defence: Interview under caution - £2,500 Tax protection: Current tax year enquiry, Court attendance costs - £1,000 All other Sections of cover - £100,000
The most that we will pay for all claims in the period of insurance	£1,000,000
Territorial limits	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man

Excess any one claim	<p>For our choice of representative Tax protection (Aspect enquiry) - £1,000 Contract disputes - £500 Construction contractors disputes - £1,000 All other Sections of cover - £0</p> <p>If you are able to choose your own representative (see wording for details) Property and landlord and tenant disputes, Criminal defence, Regulatory compliance, Employee extra protection and Transport disputes extension - £1,000 Contract disputes and Construction contractors disputes - £2,000 All other Sections of cover – Not applicable</p>
Minimum sum in dispute	Contract disputes - £1,000 Construction contractors disputes (optional) - £5,000
Maximum construction project value	Contract disputes - £500,000
Reasonable prospects of success	<p>Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections:</p> <ul style="list-style-type: none"> • Employment disputes - ACAS Early Conciliation • Employment disputes - Employment Tribunals response (ET3) • Employment disputes - Pre-hearing review/Employment status disputes • Criminal defence - Interview under caution • Court attendance costs <p>If there is 50% or less chance of the above we will not provide cover</p>
What is not covered by this policy?	<ul style="list-style-type: none"> • Any costs incurred before we have consented to those costs being incurred • Pre-existing circumstances

Your Sections of cover	What is covered (please refer to your policy schedule to see what you are covered for)	Some significant exclusions (please refer to your policy wording)
	Cover for:	We will not cover:
Employment disputes	Representation in defence of an employment dispute	You if you have not followed either the advice of the Market advice or the relevant ACAS process
Employment compensation awards	Basic and compensatory awards provided to you, currently have a claim accepted under Section of cover: Employment Tribunal hearing	We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so
Property and landlord and tenant disputes	Disputes over damage, nuisance, trespass, rights over your property, eviction, maintenance and dilapidations	A contract unless it is a tenancy, licence or leasehold agreement, where you will not suffer a financial loss, negotiation of renewal or over planning or building decisions
Criminal defence	Representation at an interview under caution and defence of a criminal prosecution	Where you are required by the Police to immediately attend an interview under caution at a Police station. Motoring offence, an assault or a sexual, fraud, dishonesty, criminal damage or tax proceedings.

Tax protection	Representation in a/an Aspect enquiry, Full enquiry, National Insurance and PAYE disputes and a current tax year enquiry	Where there is not a reasonable prospect of reducing the liabilities alleged by HMRC or there is an allegation of fraud, tax avoidance or the defence of a criminal prosecution
Regulatory compliance	Enforcement notices, Abatement notice appeals, Licence appeals, Disciplinary hearings and data protection defence	Planning applications, decisions or disputes Appeals arising from a change in the law or regulation or costs of complying with a notice/order Claims involving driving or property licences or disciplinary hearings for Healthcare and medical related professions
Court attendance costs	Jury service and witness attendance allowance	Expert witnesses, salaries or wages or costs which could be claimed from a prosecuting authority
Employee extra protection	Discrimination defence, wrongful arrest, personal injury (pursuit only), pension trustee defence	Disputes with employees/interviewees/ applicants to become an employee ex-employees or Where allegations were made by a worker/ex-worker
Contract disputes	Disputes over contracts for the sale, hire or supply of goods and services and Contracts for construction and repairs	Guarantees, contracts through agents, franchises, credit, insurance or financial arrangements or construction contracts where you are carrying out the works
Construction contractors disputes (optional)	Construction disputes	Works on your property, guarantees and warranties, contracts you enter into through an agent or have taken over by assignment
Transport disputes (optional)	Your representation at a public inquiry held before the Traffic Commissioner or an appeal a decision of the Traffic Commissioner's at the Upper Tier Tribunal or appeals over civil penalties	Over non-compliance with previous decisions made by the Traffic Commissioner or over individuals who face disqualification from either holding or being involved with operators licences

Please see the Professional Indemnity Section, General Exclusions, General Conditions and Claims Conditions.

Important Information

How to make a Claim?

All sections (excluding Legal Expenses)

If any incident occurs which might result in a claim you must contact Us as soon as possible via your Insurance Broker who will be able to advise you.

Please telephone or e-mail us using the details below.

Tel: 0330 024 2587
or Email: thistlecommercialclaims@coveainsurance.co.uk

You should refer to the Claims Conditions in the policy for full details of the procedures and conditions applying.

Your right to Cancel the Policy?

During the cooling off period you have the right to cancel your policy during a period of 14 days either from the day:

- i) of purchase of the contract; or
- ii) on which you receive your policy documentation whichever is the later.

When giving your instructions to cancel you must return your policy documentation to your broker.

You will be entitled to a full refund of the premium paid (including any fee) plus the prevailing rate of Insurance Premium Tax (stated on your schedule) as follows:

- i) if cover has not yet started a full refund will be given
- ii) If cover has started we will refund the premium for the exact number of days left on your policy

We will not refund any part of the premium if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance.

How to make a Complaint

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Thistle Underwriting at the address shown below. Please ensure that you provide details of your policy and particularly your policy number to help us deal with your complaint efficiently and promptly.

Thistle Underwriting
3rd Floor,
St. David's Court
Union Street
Wolverhampton WV1 3JE
Tel: 01902 714 000
E: complaints@qunderwriting.com.

If you have a complaint about any insurance policy purchased online the European Union has launched the European Online Dispute Resolution platform (ODR). If a dispute arises the website helps you to escalate your complaint to a local dispute resolution service to solve the problem.

Use of the service is free and the process is handled totally online. To access the ODR platform please use the following address <http://ec.europa.eu/odr>

Financial Ombudsman Service

If you remain dissatisfied following receipt of the final response you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:

Exchange Tower
Harbour Exchange Square
London E14 9SR

Useful telephone numbers:
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Calling from abroad: +44 7964 0500
www.financial-ombudsman.org.uk

Please note that not all businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information.

Financial Services Compensation Scheme

Covea Insurance plc and Markel Legal Expenses Insurance are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if either Covea or Markel (or both) cannot meet their financial obligations.

Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)
10th Floor
Beaufort House
15 St Botolph Street
London, EC3A 7QU
T: 0800 678 1100
www.fscs.org.uk

If you take any of the actions mentioned above it will not affect your right to take legal action.

Registration and Regulatory Information

Q Underwriting Services Ltd t/as Thistle Underwriting Services acting in an underwriting capacity on behalf of:

All Sections (excluding Legal Expenses)

Covea Insurance plc.

Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire. RG1 8DA.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Prudential Regulation Authority registration number 202277.

Legal Expenses (Unique Market Reference B6027/1020046)

Markel Legal Expenses Insurance which is a trading name of Markel International Insurance Company Limited.

Registered in England and Wales No. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Prudential Regulation Authority registration number 202570.

You can check the above details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.