

Tradesman

Summary of cover



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance Company Ltd Tradesman policy. If you want to see the full terms, conditions or exclusions of the cover please refer to the policy document.

Type of insurance and cover

This policy provides cover for public and products liability, professional indemnity, personal tools and personal accident. Optional covers are also available for employers' liability, contract works, owned plant and hired-in plant.

The duration of this contract is 12 months.

Public and products liability

This covers your legal liability to pay compensation to third parties for personal injury or damage to property caused in the course of your business, or from your products. Our cover also provides protection against court attendance expenses, defence costs for criminal proceedings brought under Consumer Protection, Food Safety and Health and Safety at Work Acts.

What is insured

You can select limits of liability of either £1 million, £2 million or £5 million for your legal liability to pay compensation to third parties, including:

- court attendance expenses
- liability under the Data Protection Acts and Defective Premises Acts
- indemnity to principals
- legal defence costs for criminal proceedings brought under the Consumer Protection, Food Safety and Health and Safety at Work Acts
- libel and slander
- personal liability during visits abroad.

What is not insured

- loss of or damage to that part of any property being worked upon where the loss or damage is the direct result of such work
- professional advice
- liquidated damages, fines or penalties
- replacing, recalling or guaranteeing the performance of any products
- pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident
- any liability arising in connection with:
 - piling, quarrying or the use of explosives
 - tunnelling, water diversion, dam construction or work within or behind coffer dams
 - any work of demolition – exceptions and restrictions apply
 - the construction, alteration or repair of towers, steeples, chimney shafts, viaducts, bridges or docks

- the making of main sewers
- any work outside Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union
- liability arising from asbestos.

Special conditions applying to public and products liability

Underground services

If you are carrying out digging, boring or excavation work, you must:

- take reasonable measures to locate underground pipes, cables and other services before you start work which might damage them
- keep a written record of the measures you take to locate them
- use a method of work which minimises the risk of damage.

Use of heat

Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use. See policy wording for full condition.

Professional indemnity

This cover protects against claims made during the period of insurance for legal liability to pay damages as a result of negligence in the performance of professional services.

What is insured

The limit of indemnity is £100,000 in the aggregate in any one period of insurance including costs and expenses, with an excess of £500 each and every claim (not applicable to costs and expenses).

Cover includes:

- costs and expenses incurred to mitigate a loss or potential loss that may otherwise result in a claim
- costs of defending criminal proceedings
- adjudicator awards under the Housing Grants Construction and Regeneration Act 1996
- compensation for court attendance (at our request)
 - principal, business partner, director or member £500 per day

- employee £250 per day

subject to a maximum amount payable of £10,000 in any one period of insurance

- legal representation cover.

What is not insured

- claims made in the United States of America or Canada
- pollution or contamination
- nuclear risks
- war and terrorism risks
- prior circumstances and claims
- financial advice
- liability arising from arranging or maintenance of insurance
- where a retroactive date is specified in the schedule cover will not apply to negligence alleged to have occurred prior to the retroactive date
- estimating other than by an independent quantity surveyor
- insolvency of your business or that of a subcontractor.

Personal tools

This covers loss or damage to powered and non-powered hand-held tools of all types belonging to, held under a hire purchase agreement by, leased to or hired to you or your employees.

What is insured

Loss or damage to personal tools in your custody and control whilst at any situation within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union.

What is not insured

- loss or damage caused by the tools own breakdown or explosion
- loss or damage to computers, tablets, mobile phones or similar devices (unless we have specifically agreed to extend cover and it is stated in the schedule)
- loss by disappearance or shortage which is only discovered by a routine inventory or periodic stocktake
- loss of tools whilst unattended unless contained in:
 - a vehicle provided that the doors of the vehicle are locked and all of its windows and other openings are fully closed and properly fastened; or
 - a locked building or locked storage unit.

Personal accident

This provides personal accident cover for you or your employees for death or injury during usual occupation or business or whilst travelling thereto and therefrom. Our permanent total disablement benefits relate to the inability to attend any occupation or business.

What is insured

Benefits are expressed as fixed amounts per person.

Cover can include:

- death
- loss of one or more limbs
- total and irrecoverable loss of all sight of one or both eyes
- permanent total inability to attend any occupation or business
- aircraft accumulation of £250,000
- temporary total disablement
- loss of hearing, speech, fingers or toes.

What is not insured

- persons under the age of 16 and over the age of 70
- injury, loss or disablement caused, prolonged or complicated by any pre-existing physical weakness, defect or disease
- injury from terrorism.

Employers' liability (if selected)

This cover is a legal requirement where you employ other people to work for you. Our employers' liability insurance can protect you against your legal liability to pay compensation for injury or disease to employees up to a limit of £10 million. Our cover also provides protection for defence costs and expenses, court attendance expenses and legal defence costs for prosecutions arising from the Health and Safety at Work Acts.

What is insured

Your legal liability to pay compensation to employees up to a limit of £10 million including:

- defence costs and expenses
- court attendance expenses
- indemnity to principals
- legal defence costs for Health and Safety at Work Act prosecutions.

What is not insured

- work on offshore installations
- any liability for which compulsory motor insurance is required.

Contract works (if selected)

This covers loss or damage to permanent or temporary contract works for which you are responsible.

What is insured

Cover applies whilst on any contract site anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or adjacent thereto.

Cover extends to include:

- transit by road, rail or inland waterway to or from contract site

- up to 12 months maintenance or defects liability cover where required by contract
- indemnity to any principal in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man where required by contract conditions
- subrogation waiver in favour of sub-contractors where required by contract conditions
- offsite storage up to £100,000
- debris removal costs up to 10% of the works limit
- cost of temporary repair or expediting permanent repair up to 50% of repair cost or £50,000, whichever is less
- costs to comply with local authority reinstatement requirements
- costs of professional fees incurred by you to reinstate the works following damage
- costs for rewriting or redrawing documents, drawings and business books subject to a limit of 1% of the contract works limit of liability
- for speculative developments, completed properties awaiting sale for up to 90 days after practical completion of the last property on site.

What is not insured

- loss of or damage to:
 - existing buildings or structures
 - machinery caused by its own breakdown or explosion
 - works on any off-shore installation
- the cost of remedying defects
- losses only discovered as a result of a routine inventory
- damage resulting from the occupation of the contract works except as a dwelling or office
- damage for which you are relieved of responsibility under the terms of any contract
- the cost of normal upkeep or making good wear and tear, gradual deterioration, corrosion or rust
- theft of unfixed non-ferrous metals from an unattended site unless locked in a secure hut or building
- liquidated damages, penalties for delay in completion or guarantees of performance or any other consequential loss.

Owned plant (if selected)

This covers loss or damage to all types of contractors' plant including scaffolding, temporary buildings etc. belonging to you, leased to you, on hire purchase or on loan to you (other than under a hire contract).

What is insured

'All risks' cover for loss of or damage to owned contractors' plant at any situation in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union including:

- the cost of recovering any item of plant accidentally immobilised during normal operation
- loss or damage caused whilst hired out by you to a third party under standard CPA conditions or equivalent
- damage caused during multiple lifting operations provided they are undertaken in accordance with BS7121 – Safe Use of Cranes
- damage caused during overload testing provided it is undertaken in accordance with BS7121 – Safe Use of Cranes.

What is not insured

- loss of or damage to plant caused by its own breakdown or explosion
- losses only discovered as a result of a routine inventory
- damage to any aircraft, hovercraft or powered watercraft
- damage to items licensed for road use unless primarily designed for use as a tool of trade
- damage resulting from materials treated by the plant or foreign objects entering the plant with such materials
- wear and tear, gradual deterioration, corrosion or rust
- damage to cutting edges, tools, trailing cables or flexible pipes unless such damage results from the loss of the complete item.

Hired-in plant (if selected)

This covers your legal liability under a hire contract to pay compensation for loss or damage to all types of contractors' plant including scaffolding, temporary buildings, etc.

What is insured

Your legal liability under the terms of your hiring agreement to pay compensation for damage to hired-in plant including:

- legal defence costs
- continuing hire charges up to £50,000 or 3 months
- the cost of recovering any item of plant accidentally immobilised during normal working hours
- loss or damage caused whilst hired out by you to a third party under standard CPA conditions or equivalent
- damage caused during multiple lifting operations provided they are undertaken in accordance with BS7121 – Safe Use of Cranes
- damage caused during overload testing provided it is undertaken in accordance with BS7121 – Safe Use of Cranes.

What is not insured

- the first 24 hours of continuing hire charges incurred after the damage
- damage to items licensed for road use unless primarily designed for use as a tool of trade
- damage to any aircraft, hovercraft or powered watercraft.

General Exclusions applying to all sections except employers' liability

What is not insured

- death, injury, disablement or loss or damage arising from or in connection with:
 - war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
 - ionising radiations from or contamination from nuclear fuel or materials or any weapon employing atomic or nuclear fission or fusion
 - communicable disease or fear of communicable disease
 - any computer or other equipment's failure to recognise a date or resulting from a computer virus or similar mechanism, hacking or a denial of service attack.

Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

Cancellation rights

If you decide you do not want to accept the policy, or any subsequent renewal of it, please tell us within 14 days of receiving the policy or renewal notice. We may, at our discretion, charge you for the time you have been on cover, including insurance premium tax.

Claims

To notify a claim please call **0800 302 9055**, 24 hours a day, 365 days a year.

Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance Company Ltd

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