

Tradesman Policy Summary

Primary General - Tradesman Insurance Policy - PGTPO v09/08



Policy Summary

This document provides a summary only of the significant aspects of cover (including restrictions) provided by our standard Tradesman Insurance Policy. For full details, please refer to the Policy itself which is available to download from our website (www.primarygeneral.co.uk) or by contacting your broker.

Introduction

The cover provided by the Primary General Tradesman Insurance Policy has been designed to meet the demands and needs of self-employed persons and small businesses (including limited companies undertaking a variety of manual, clerical and professional trades who wish to protect their business. The insurance is normally for a period of 12 months unless shown differently on your Policy Schedule.

The Policy is underwritten by Primary General Insurance Limited, on behalf of capacity supplied by MMA Insurance Plc.

Standard Covers

- Public and Products Liability

Optional Covers

- Employers' Liability
- Tools
- Goods in Transit
- Contract Works
- Own Plant
- Hired in Plant

Significant Features and Benefits of the Policy

Description	Cover
Public/Products Liability (Compulsory) Legal liability for injury, illness or disease to any member of the public and loss of or damage to their property occurring during the period of insurance	Limits of Indemnity available are: £1million £2million £5million
Employers' Liability (Optional) Legal liability for injury, illness, death, disease or nervous shock of any employee caused during the period of insurance	£10million Limit of Indemnity
Tools Cover (Optional) Loss of or damage to hand tools and hand held portable tools owned or hired in by the Insured or any partner or director working manually in the business for use in connection with the business 2 levels of cover available: Standard – excludes theft from unattended vehicles unattended vehicles Standard Plus – includes theft from unattended vehicles	If required all manual principals, partners or directors must be included for the same level of cover. Maximum Limits available are: £1,250, £2,500 or £5,000 £500 Single Article Limit Any one Insured person any one period of insurance

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Significant Features and Benefits of the Policy

Description	Cover
<p>Goods in Transit (Optional and only available with Tools Cover) Loss or damage to goods pertaining to the business whilst in or on or being loaded into or onto or unloaded from any motor vehicle (excluding trailers) owned by or operated under the direct control of the Insured</p>	£2,000 Maximum Limit any one occurrence
<p>Contract Works (Optional) Loss of or damage to temporary and permanent works executed by the insured including materials supplied or used in connection with the contract.</p>	Limits of cover available: £100,000 £250,000 £500,000
<p>Own Plant (Optional) Loss of or damage to constructional plant tools equipment and stock owned by the insured.</p>	Limits of cover available: £10,000 £25,000 £50,000
<p>Hired in Plant (Optional) Loss of or damage to constructional plant tools equipment hired in by the insured.</p>	Limits of cover available: £10,000 £25,000 £50,000

Significant features and benefits of the Policy

- Up to 10 employees can be included on the policy
- Automatic temporary employees extension for up to 50 working days (provided Employers Liability section is in force)
- Health and Safety at Work Act legal fees and costs
- Wide work definition for most trades
- Legal liability arising out of the Defective Premises Act
- Legal liability for work carried out by bona fide subcontractors working for you
- Contingent Motor Third Party Liability in respect of vehicles used in connection with the business
- Contractual liability
- Cross liabilities
- Court attendance costs
- Indemnity to Principal
- Option to extend Employers' Liability to include:
 - Injury to working partners
 - Use of fixed woodworking machinery
- No minimum premium
- No Claims Discounts available earning up to 15% for 3 or more claims free years
- Option to pay by Instalments
- Immediate written confirmation of cover and Policy Documentation
- Dedicated Commercial Claims Helplines 0870 942 4606 operated 24 hours a day, 365 days a year, by staff trained in managing commercial claims
- 24 hour Business Legal and Taxation Helplines
- Online Employment and Health & Safety Support Services

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Significant and unusual exclusions or limitations of the Policy

The table below shows exclusions that are contained in your policy and where they can be found. For full details of the exclusions, please refer to the policy document.

Policy Section Information can be found in	Significant Exclusions or Limitations	Page of Policy
Section B: Public Liability	<p>Excesses:</p> <p>General property damage:</p> <ul style="list-style-type: none"> ▪ All trades not specified below – £100 ▪ Painters and Decorators, Roofers, Property Maintenance/Repair and CCTV Installation – £250 ▪ Heating Engineers and Plumbers – £500 ▪ Loss of or damage to Underground pipes, cables or services – £500 ▪ Loss of or damage to property caused by or arising from the application of heat – £500 ▪ General property damage excesses doubled for the first period of insurance if less than 2 years experience in the trade ▪ Additional employees not covered by the temporary employees extension are taken on during the period of insurance and MMA Insurance is not informed within 14 days, there is an additional £500 excess <p>General:</p> <ul style="list-style-type: none"> ▪ Liquidated damages fines penalties or punitive or exemplary damages ▪ Own property ▪ Property held in trust or in own custody or control other than premises being worked upon ▪ Design plan specification or advice for a fee or when prepared or given by an architect consulting engineer or quantity surveyor ▪ The cost of: <ul style="list-style-type: none"> (a) rectifying defective workmanship; (b) repairing or replacing faulty goods supplied or work carried out ▪ Insurance required under clause 21.2.1 of the standard form of building contract or any similar clause ▪ The failure or partial failure of any fire security or warning device to fulfil its intended function ▪ Liability arising from the ownership or use of mechanically propelled vehicles for which compulsory insurance is required by any road traffic legislation ▪ Injury to employees ▪ Asbestosis ▪ Terrorism 	<p>15</p> <p>16</p> <p>16</p> <p>8</p> <p>26</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>15</p> <p>16</p> <p>13</p>
Section C: Employers Liability	<p>General:</p> <ul style="list-style-type: none"> ▪ Injury when the employee is entering or getting onto, travelling in or alighting from a motor vehicle in circumstances where road traffic legislation requires insurance or security ▪ The use of fixed woodworking machinery (Cover for the use of such machinery can be included for an additional premium.) 	<p>17</p> <p>9</p>

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Policy Section Information can be found in	Significant Exclusions or Limitations	Page of Policy
Section D: Tools Cover	<p>Excesses:</p> <ul style="list-style-type: none"> ▪ Theft from unattended motor vehicles (Standard Plus only) – £250 excess applies ▪ All other claims – £60 excess applies <p>General:</p> <ul style="list-style-type: none"> ▪ Standard cover excludes theft from unattended Motor vehicles ▪ Any single article exceeding £500 ▪ Loss of or damage to tools whilst lent out or hired ▪ Loss of or damage to tools from wear and tear, rust, breakdown, cleaning repair or restoration ▪ Theft from unattended motor vehicles where there is no forcible or violent entry to the vehicle ▪ Loss of portable computer and/or ancillary equipment and/or mobile 	<p>18</p> <p>18</p> <p>10</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p>
Section E: Goods in Transit	<p>General:</p> <ul style="list-style-type: none"> ▪ Damage caused by deterioration or any inadequate packing or insulation ▪ Damage caused by theft or attempted theft from any unattended vehicle unless: <ul style="list-style-type: none"> (a) the vehicle is securely locked at all points of access (b) between the hours of 9pm and 6am the vehicle is kept within a securely locked building ▪ Any consequential or indirect loss of any kind 	<p>19</p> <p>19</p> <p>19</p>
Section F: Contract Works	<p>General:</p> <ul style="list-style-type: none"> ▪ The first £250 of each and every loss or damage ▪ Loss of or damage to the Property Insured while in transit by sea or air ▪ Loss of or damage to any pre-existing structure building or other property at the Contract Site or any contents thereof ▪ Loss of or damage to any part of the Contract Works <ul style="list-style-type: none"> (a) in respect of which a Certificate of Completion has been issued unless such loss or damage be occasioned within 14 days of the date of issue of a Certificate of Completion in accordance with the 5th Edition of the ICE Conditions of Contract (b) which has been handed over to the Principal (c) which is in occupation or use by or in possession of the Principal or with the permission of the Insured any other person for any purpose other than the performance of the contract (d) which arises after Practical Completion where no Certificate of Completion is to be issued other than in respect of Contract Works undertaken by the Insured on a speculative basis for erection alteration or renovation and which are intended for sale lease or rent by the insured when the indemnity provided by this section shall cease ▪ Loss of or damage attributable to <ul style="list-style-type: none"> (a) the mechanical electrical or electronic breakdown failure or derangement or explosion (b) defect in the materials or workmanship (c) any faulty or defective design plan or specification of or advice relating to that part 	<p>20</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p> <p>20</p>

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Significant and unusual exclusions or limitations of the Policy

Policy Section Information can be found in	Significant Exclusions or Limitations	Page of Policy
Section F: Contract Works <i>Continued</i>	<ul style="list-style-type: none"> ▪ Loss or damage for which the Contractor is not responsible under the terms of the contract ▪ Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence ▪ Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or consequential loss of any kind ▪ Theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the room ▪ Loss or damage arising from: <ul style="list-style-type: none"> (a) the making of sewers or other excavations exceeding in any part of a depth of 3 metres from the surface (b) any work connected with tunnels, reservoirs, dams, viaducts, bridges or mines (c) any work under or over water ▪ Loss of or damage to the Property Insured upon which work has been suspended for a period in excess of 30 days ▪ Portable computer equipment and ancillary equipment and/or portable telecommunications equipment ▪ Terrorism 	20 20 20 20 20 20 20 21 21 13
Section G: Own Plant	General: <ul style="list-style-type: none"> ▪ The first £250 of each and every loss or damage ▪ Loss of or damage to the Property Insured while in transit by sea or air ▪ Loss of or damage to any part of the Property Insured due to or attributable to the mechanical, electrical or electronic breakdown failure or derangement or explosion thereof ▪ Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence ▪ Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or consequential loss of any kind ▪ Theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the building ▪ Confiscation, nationalisation, requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority ▪ Terrorism 	23 23 23 23 23 23 23 13

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Policy Section Information can be found in	Significant Exclusions or Limitations	Page of Policy
Section H: Hired in Plant	<ul style="list-style-type: none"> ▪ The first £250 of each and every loss or damage ▪ Loss of or damage to the Property Insured while in transit by sea or air ▪ Loss of or damage to any part of the Property Insured due to or attributable to the mechanical, electrical or electronic breakdown, failure or derangement or explosion thereof ▪ Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence ▪ Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or consequential loss of any kind ▪ Theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry or exit to the building ▪ Confiscation, nationalisation, requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority ▪ Terrorism 	<p>24</p> <p>24</p> <p>24</p> <p>24</p> <p>24</p> <p>24</p> <p>24</p> <p>13</p>
Applies to all sections	<p>Excluded work: Unless specifically endorsed all policies exclude:</p> <ul style="list-style-type: none"> ▪ Excavations below 3 metres ▪ Felling/Lopping of trees higher than 5 metres ▪ Pile driving, quarrying the use or storage or possession of explosives, water diversion or work under water, fuel, gas, mineral exploration or extraction ▪ Work involving tower cranes or cradles ▪ Work in or on blast furnaces, chimney or well shafts, viaducts, bridges, mines, refineries, offshore installations, power stations, dams, tunnels, airports, aerodromes, docks, wharves, piers, harbours, railways, motorways, ships, aircraft, towers or steeples ▪ Work in or on any building used for the manufacture, processing or bulk storage of any gas, chemical, explosive, oil or petroleum based product ▪ Work on business computers or ancillary equipment including cables ▪ Unless incidental to a building contract covered by this policy the demolition or partial demolition of any structure, the surfacing or construction of roads or the laying of underground services 	<p>8</p> <p>8</p> <p>8</p> <p>8</p> <p>8</p> <p>8</p> <p>8</p> <p>8</p>

Important Note: In addition there are specific exclusions and limitations that will apply to certain trades and you should discuss your specific requirements with your broker/intermediary to ensure the cover provided is suitable for your needs.

For example:

For Roofers: Cover will be restricted only for work on buildings of not more than four floors (including basement and attic) occupied solely as private dwellings, shops, offices, hotels, public houses, guest houses, schools, colleges, residential, retirement or nursing homes. In addition the use of heat and fixed wood working machinery would be excluded. A £250 Excess will apply.

Clerical and Professional Trades such as Architects and Accountants Cover will exclude Professional Indemnity. A £100 excess will apply.

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Important Notes

Application of heat and fire precautions

Please see below a copy of the policy wording relating to the precautions required when carrying out work involving the use of heat.

This condition does not override any Endorsement on the Policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition.

It is a condition precedent to any liability of the Company that the following precautions will be complied with by The Insured and/or any Employee and/or any of their Sub Contractors whenever work is undertaken away from the Insured's own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of Angle Grinders.

All work involving the use or application of heat

A thorough examination of the immediate vicinity of the work including the area on the other side of any wall door or other partition shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat.

Any combustible material (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and, to the greatest extent practical, any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.

There is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards.

The ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions.

No lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers.

Any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use.

For one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph 1 above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door or other partition.

In addition it is a condition precedent to any liability of the Company that whenever the equipment and materials detailed below is in use, the additional precautions specified will be complied with by the Insured and/or any employee and/or any of their sub-contractors whenever work is undertaken away from the Insured's own premises.

Tar bitumen or asphalt heaters

All heating of tar bitumen asphalt or pitch shall be carried out in a suitable vessel and the vessel is to be located at ground level and in the open air.

Law applicable to this insurance

It is possible to choose the Law applicable to a contract of insurance covering a risk situated in the United Kingdom. We have chosen Scottish Law if you live in Scotland and English Law if you live elsewhere in the United Kingdom.

Payment of your premium is evidence of acceptance of our choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

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Your right to cancel

a) Cooling Off period - If this Insurance does not meet your requirements, please advise your Intermediary or Agent who arranged the Policy in writing within the first 14 days of the Period of Insurance and return any documents issued in relation to this Policy. The Policy will be null and void and any premium paid will be returned in full.

b) Otherwise - In the event of cancellation at any time after the 14 day Cooling Off period, any return premium will be at the discretion of Primary General Insurance Limited in line with Condition 8 as detailed in the full Policy Wording.

An arrangement Fee of £25 will be charged for each Policy with a premium payable of up to £1,000. This Fee will increase to £50 where the premium due is in excess of £1,000.

Notification of New Claims

To notify a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. Call our dedicated claims line 0870 942 4606 to notify your claim.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to the Complaints Procedure.

Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the Intermediary who arranged the Policy for you, or Primary General Insurance Limited. Please be ready to quote the details of your Policy, the name of the Insured and Policy number. Should the matter not be resolved to your satisfaction, please write to:

The Managing Director
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>

Details about the Regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). The FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

MMA Insurance Plc is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

Primary General Insurance Limited and MMA Insurance Plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if either company cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/>

Data Protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires us. As part of the FSA's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes.

Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the managing director at the above address

Disclosure

Your insurance is based upon the information provided by your Intermediary to Primary General Insurance Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.