

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

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.ukgeneral.com) or by contacting your broker.

Introduction

The cover provided by the UK 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 UK General, on behalf of capacity supplied by MMA Insurance Plc.

Standard Covers

- Public and Products Liability

Optional Covers

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

Significant Features and Benefits of the Policy

Description	Cover
<p>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</p>	<p>Limits of Indemnity available are: £1million £2million £5million</p>
<p>Employers' Liability (Optional) Legal liability for injury, illness, death, disease or nervous shock of any employee caused during the period of insurance</p>	<p>£10million Limit of Indemnity</p>
<p>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</p> <p>2 levels of cover available: Standard – excludes theft from unattended vehicles unattended vehicles Standard Plus – includes theft from unattended vehicles</p>	<p>If required all manual principals, partners or directors must be included for the same level of cover.</p> <p>Maximum Limits available are: £1,250, £2,500 or £5,000 £500 Single Article Limit</p> <p>Any one Insured person any one period of insurance</p>

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

Significant Features and Benefits of the Policy

Description	Cover
<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>	<p>Limits of cover available: £100,000 £250,000 £500,000</p>
<p>Own Plant (Optional) Loss of or damage to constructional plant tools equipment and stock owned by the insured.</p>	<p>Limits of cover available: £10,000 £25,000 £50,000</p>
<p>Hired in Plant (Optional) Loss of or damage to constructional plant tools equipment hired in by the insured.</p>	<p>Limits of cover available: £10,000 £25,000 £50,000</p>

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:
 - Use of fixed woodworking machinery
- No minimum premium
- No Claims Discounts available earning up to 20% for 4 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

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

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 ▪ 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 increased 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>19</p> <p>19</p> <p>11</p> <p>30</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>18</p> <p>19</p> <p>16</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>20</p> <p>12</p>

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

Significant and unusual exclusions or limitations of the Policy

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 indirect 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>26</p> <p>26</p> <p>26</p> <p>26</p> <p>26</p> <p>26</p> <p>26</p> <p>16</p>
Applies to all sections	<p>Excluded work:</p> <p>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>11</p> <p>11</p> <p>11</p> <p>11</p> <p>11</p> <p>11</p> <p>11</p> <p>11</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.

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

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.

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

Your Cancellation Rights

Although the Insurers hope You are happy with the cover this Policy provides, if this Insurance doesn't meet Your requirements, You may cancel this Policy by giving notice in writing (including by email) and the Insurers will then cancel Your Policy with effect from the date upon which notice is dispatched to UK General. That date will be the Cancellation Date. If considered appropriate the Insurers reserve the right to request the return of all the policy documentation.

If the Cancellation Date is within 14 days of the start of the Period of Insurance the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance less any policy fees already incurred.

If it is later and there have been no claims made during the current Period of Insurance, the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance (subject to a minimum premium of £100) less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation after the first 14 days the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims, occurring during the Period of Insurance, have been made or notified and/or paid under the Policy. If there is such a claim the Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole Period of Insurance and the Insurers will not make any refund of premium or of any policy fees.

Insurers' Rights to Cancel Your Policy

The Insurers shall not be bound to accept any Renewal of this Policy. There are circumstances in which the Insurers, Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

Non Payment of Premium and/or Insurance Premium Tax

If the Insurers do not receive the Premium and Insurance Premium Tax in full the Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

Cancellation for other reasons

The Insurers may cancel this Policy at any other time by sending 14 days notice of cancellation, giving details of the reason for cancellation, in writing to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent. In the event of such a cancellation You shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired Period of Insurance.

Complaints Procedure

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint about the way Your Policy was sold to You, You should, in the first instance, contact the intermediary who arranged the Policy for You. If You have a complaint about a claim, call Your claims handler first. You will find the claims handler's name and phone number on any letters they have sent You.

Should the matter not be resolved to Your satisfaction, please contact:

The Customer Relations Department

**UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ**

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

Please quote the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You then cannot settle Your complaint with UK General You may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at: <http://www.financialombudsman.org.uk/>

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after UK General have given You written confirmation that You have been through the Complaints Procedure and Your business has a turnover of less than EUR 2 million and fewer than 10 employees. You can contact the Ombudsman at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183, Marsh Wall
London E1 4SR
Phone 0845 080 1800 Fax 0207 964 1001

Your legal rights will not be affected by following the Complaints Procedure or by contacting the FOS.

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 0844 209 0999 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.

Tradesman Policy Summary

UK General - Tradesman Insurance Policy - UKGTPO v02/12

Details about the Regulator

UK General Insurance Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 310101. 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

UK 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 any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/> or You may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN. Their telephone number is **0207 8927300**.

Disclosure

Your insurance is based upon the information provided by your Intermediary to UK General 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.