

Tradespeople & Professionals Insurance

Policy Summary

This summary gives a general overview of the covers provided by this insurance. It does not include all the details of your individual policy. Please read this document alongside your quote or policy schedule and policy wording for full information about the terms and conditions of your cover and any limits or exclusions that apply.

We recommend that you read all your policy documents carefully to ensure you understand the cover provided and that it meets your needs. If you have any questions or are unsure about any aspect of your cover, please contact your broker.

Tradespeople & Professionals insurance is a commercial product underwritten by Intact Insurance UK Limited. It is suitable for customers who require insurance protection for their legal liabilities, with a range of automatic and optional covers.

Some sections of this policy apply automatically, others are optional. Optional cover only applies if you have selected them and do not apply to your policy if the cover is shown as 'Not Included' on your policy schedule. You can find more information about each of these covers under the same heading in the following pages of this summary.

Automatic Covers

- Liabilities Insurance
 - Public Liability/Products Liability
 - Legal Defence Costs.

Optional Covers

- Liabilities Insurance
 - Employers' Liability
- Tools and Equipment Insurance
- Business Equipment and Business Stock Insurance
- Contractor's All Risks Insurance
- Personal Accident Insurance
- Legal Expenses Insurance

Significant General Exclusions

Unless stated otherwise these exclusions apply to all sections of your policy. Please refer to your policy wording for the full list of exclusions and exceptions applicable to this policy.

We will not pay any claim due to:

- ⊗ war and allied risks;
- ⊗ radioactive contamination;
- ⊗ terrorism;
- ⊗ cyber loss or loss pertaining to data;
- ⊗ disease.

*unless you have selected Terrorism Insurance cover and it is shown as insured in your quote or policy schedule.

Restrictions that apply to your policy

Along with the 'Exclusions and Limitations' listed in each section, there may be other restrictions or conditions that apply to your specific policy.

To fully understand what's included in your policy, please check your policy wording, schedule, endorsements, or certificates for details about:

- any excess or contribution you may need to pay if you make a claim;
- any section limits and sub-limits that apply to each section;
- the sums insured that you've agreed with us;
- how claims will be settled;
- the territorial limits which apply.

Your obligations

Failure to comply with these obligations could invalidate your policy or result in a claim being rejected.

It is important that you:

- make a fair presentation of the risk at inception, renewal, and any variation of the policy and ensure that the information on the statement of fact is correct;
- tell us of any changes in your circumstances that may affect your insurance, and the cover provided;
- tell us as soon as you become aware of any incident or legal proceedings which may lead to a claim;
- do not admit, deny, negotiate, or settle a claim without our written permission;
- follow all the terms and conditions set out in the policy;
- take all reasonable steps to prevent damage or injury to employees or the public at your own expense if you discover a defect or danger.

The duration of the policy

The policy is renewed on an annual basis and will usually run for twelve months. The start and end dates of your insurance cover are shown in your policy schedule.

You will need to review and update your cover periodically as changes happen to ensure it continues to meet your needs.

Where you are covered

Your cover primarily applies in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands, however your cover may be subject to variation or restriction. Please see your policy wording and the accompanying policy schedule. Your broker (or Intact Insurance if you do not have a broker), will provide you with more details.

How to pay your premium

You may be able to pay your policy annually, by monthly instalments or another option. Your broker, or Intact Insurance if you do not have a broker, will provide you with more details.

You must pay the premium shown in your policy schedule. We reserve the right to terminate the policy if there is a default in instalment payments due under any linked loan agreement or payment schedule.

If you have trouble paying your premium, please get in touch to discuss your options.

How to make a claim



You can notify us of any claim by calling our **24 hour claims helpline** on 0345 300 4006 or you can tell us about your claim by visiting our website. You can do this at any time by scanning the

QR code or by visiting intactinsurance.co.uk/claims. Alternatively, you can contact your broker for a claim form. You must give us any information or help that we may ask for. Full details of how to claim are included in the policy wording under 'Claims Notification.'

How to cancel your policy

You can cancel your policy at any time. You can do this by informing your broker.

We may cancel this policy by giving you at least 30 days' written notice to either your broker or your last known address.

We will pay you a refund of any premium already paid for the remaining period of insurance, if you have not made a claim and there are no notifiable incidents during the current policy year and the refund amount is more than £25.

Law applicable to your policy

The law which applies is the law applicable in the part of the United Kingdom, Channel Islands, or the Isle of Man in which you are based. Full details will be provided in your policy wording and policy schedule.

How to make a complaint

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint, you should contact your broker, or Intact Insurance if you do not have a broker.

In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

You can contact our Customer Relations Team by writing to us by post or by email.

Address: Intact Insurance, Customer Relations Team,
PO Box 255, Wymondham, NR18 8DP

Email: customerrelations@intactinsurance.co.uk

Financial Ombudsman Service

If the Intact Insurance Customer Relations team cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

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

Telephone: 0800 023 4567
(free from mobile phones and land lines) or
0300 123 9123
(costs no more than calls to 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS).

This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Liabilities Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

Employers' Liability

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ legal liability for damages in respect of injury to any person employed during the period of insurance;
- ✔ costs of legal representation at coroners' inquests or proceedings in any court arising out of alleged breach of statutory duty that resulted in injury.

Cover is extended to include:

- ✔ compensation for court attendance as a witness in connection with a claim;
- ✔ unsatisfied court judgments;
- ✔ temporary workers.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.

Cover excludes:

- ✘ legal liability for:
 - road traffic legislation;
 - radioactive contamination;
 - fines or penalties.

Public Liability/Products Liability

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ legal liability for damages in respect of injury to any person, accidental loss or damage to property;
- ✔ accidental nuisance, accidental trespass to land or goods or accidental interference with easement, right of air, light, water or way;
- ✔ including costs of legal representation at any coroners inquests or proceedings in any court arising out of alleged breach of statutory duty that resulted in injury;
- ✔ wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of right to privacy.

Cover is extended to include:

- ✔ cross liabilities;
- ✔ compensation for court attendance as a witness in connection with a claim;
- ✔ contingent motor liability;
- ✔ personal legal liabilities whilst overseas;
- ✔ data protection act;
- ✔ defective premises act;
- ✔ temporary workers.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.

Cover excludes:

- ✘ any legal liability in connection with:
 - mechanical vehicles;
 - employers' liability;
 - property in your custody or control;
 - pollution or contamination;
 - products defects and recall;
 - professional risks;
 - contractual liability;
 - disposed premises;
 - fines or penalties;
 - fear of asbestos;
 - asbestos removal costs;
 - aircraft products;
 - contribution;
 - cyber.

Legal Defence Costs

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ Part A
 - the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - the health, safety and welfare of a director, partner or person employed.
- ✔ Part B
 - the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - the health, safety and welfare of any person other than a director, partner or person employed;
 - Part II of the Consumer Protection Act 1987;
 - Part II of the Food Safety Act 1990.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.

Cover excludes:

- ✘ any legal liability in connection with:
 - fines or penalties;
 - other insurances;
 - deliberate act;
 - asbestos.

Tools and Equipment Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ damage to tools and equipment.

Cover may be extended to include:

- ✔ tools in vehicle overnight.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.
- ✘ Security conditions apply in respect of theft or attempted theft of unattended tools.

Business Equipment and Business Stock Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ damage to business equipment and stock.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.
- ✘ Security conditions apply in respect of theft or attempted theft of unattended business equipment and business stock.

Contractor's All Risks Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

Contract Works

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ damage to permanent and temporary works which occur on the contract site or in transit to or from the contract site;
- ✔ specified equipment within the territorial limits shown on the schedule.

Cover is extended to include:

- ✔ loss or damage during any maintenance or defects liability period;
- ✔ temporary offsite storage;
- ✔ contract price increase (up to 125% of the sum insured);
- ✔ other interests;
- ✔ indemnity to principles.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.

Cover excludes:

- ✘ contracts in excess of the sum insured;
- ✘ damage to any building or structure existing prior to the start of the contract;
- ✘ damage after completion of the works;
- ✘ cost of repairing or replacing defective property;
- ✘ disappearance or shortage only revealed when an inventory is made which is not traceable to an identifiable event.

Own Plant

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ damage to constructional plant, equipment and temporary buildings used in connection with the contracts.

Cover is extended to include:

- ✔ the cost of recovery or withdrawal of plant and equipment which is unintentionally immobilised;
- ✔ replacement of locks.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.
- ✘ Property away from the contract site and not in transit must be stored in a locked premises, compound or garage.

Cover excludes:

- ✘ damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion;
- ✘ damage to any airborne or waterborne craft;

Hired-In Plant

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ damage to hired-in plant for your legal liability under the terms of the hiring agreement.

Cover is extended to include:

- ✔ the cost of recovery or withdrawal of plant and equipment which is unintentionally immobilised.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.
- ✘ Property away from the contract site and not in transit must be stored in a locked premises, compound or garage.

Cover excludes:

- ✘ damage to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion;
- ✘ damage to any airborne or waterborne craft.

Personal Accident Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

You may choose to add terrorism to the property damage, all risks, transit and business interruption insurances.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

- ✔ benefits payable for death or disablement and related medical expenses as a result of accidental bodily injury sustained by an insured person during the operative time as detailed in the policy wording and schedule.

Cover is extended to include:

- ✔ medical expenses incurred within two years of an accident;
- ✔ coma benefit;
- ✔ commuting expenses to aid a return to work;
- ✔ dependents benefit;
- ✔ hospitalisation;
- ✔ additional benefit payable if the insured person suffers paralysis.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.

Cover excludes:

- ✘ bodily injury arising from the insured person engaging in or practicing excluded activities;
- ✘ bodily injury arising from the insured person taking or attempting to take their own life, or as a result of self-inflicted injury;
- ✘ any physical or mental defect of any sort which was known prior to inception of the policy.

Legal Expenses Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

Standard covers:

Costs incurred in pursuing or defending the legal rights of your business as a result of legal proceedings relating to:

- ✔ employment disputes;
- ✔ prosecution defence;
- ✔ occupied property;
- ✔ damage to goods;
- ✔ taxation enquiries;
- ✔ appeals to statutory bodies;
- ✔ bodily injury recovery;
- ✔ contract disputes.

Cover is extended to include:

- ✔ jury service allowance;
- ✔ witness/defendant attendance allowance.

Exclusions and Limitations

- ✘ Please see 'what is not covered' in your policy wording.
- ✘ Our written consent must be obtained to pursue these actions, and you must comply with all the requirements in the policy wording.
- ✘ If you select your own legal representative (as detailed in the Policy Wording) we will not pay fees in excess of what we would have paid our own choice of representative.
- ✘ Limits of liability which apply are shown in your policy schedule.
- ✘ Conditions which apply are shown in your policy wording.

