



TRADESMAN &
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 or 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 on the schedule plus any costs and expenses

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 on 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
- Communicable Disease is limited to £1,000,000 for all Compensation for all claims during any one period of insurance. Communicable Disease cover is totally excluded for some trades
- Contractual liability
- Cover for Acts of Terrorism is limited to £2,000,000 or the limit of indemnity shown on the schedule, whichever is the lower
- Cyber and Data
- Damage to property in your custody or control of the Insured (other than leased or rented premises)
- Exports to the USA
- Hazardous locations
- Hazardous work
- Injury to employees
- 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 on 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 effects - £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 any 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

- Consequential loss
- Continuing hire charges and negligent breakdown for hired-in plant - £25,000 limit any one item of plant
- Damage from foreign bodies entering materials being processed
- Damage to security devices - £1,000 limit any one claim
- Electrical or mechanical breakdown or explosion
- Expediting expenses and temporary repairs - costs of overtime, shift working & delivery - £10,000 limit any one claim
- Immobilised plant recovery costs – up to £25,000
- Overloading or abnormal conditions
- Pollution or contamination
- Shortages and unexplained disappearances
- Testing and commissioning damage covered up to 45 days
- The excess as stated on the schedule
- Unattended own and hired-in plant – damage caused by theft or malicious persons 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
- Trade materials and business goods belonging to you and being carried in your own vehicle

Significant Features and Benefits

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

Significant Exclusion and Limitations

- Computer records
- Damage to glass unless caused by explosion, theft or accident to the conveying vehicle
- Livestock
- Mechanical or electrical breakdown
- Money
- Moveable property in the open where damage arises as a result of wind, rain, hail, sleet, snow, flood or dust
- Precious stones, bullion, gold or silver articles and jewellery
- Property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing
- The excess for each claim:
 - £250 caused by theft or attempted theft from any unattended motor vehicle or trailer not in a securely locked building or guarded security park
 - £100 from any other cause

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

- Acts of Terrorism
- 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 by storm, tempest, flood or theft to the property insured in the open or within open-fronted or open-sided buildings
- Damage caused by riot and civil commotion, malicious persons, escape of water, sprinkler leakage and escape of oil in any vacant or unoccupied buildings
- Damage to surfaces of car parks, yards and similar - £5,000 limit any one claim
- Dismantling and re-erection costs
- Drain clearing - £2,500 limit any one claim
- Faulty or defective workmanship, operational error or omission
- Fixed glass neon and illuminated signs
- Inherent vice, latent defect, gradual deterioration, wear and tear, frost and its own faulty or defective design
- Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
- Loss of metered utilities - £2,500 limit any one claim
- Loss of money (including personal accident assault)
- Property and structures in course of demolition, construction, erection or structural alteration
- Property at exhibitions - £5,000 limit any one claim
- Property self-igniting, over running, having excessive pressure, short circuiting, self-heating or leakage of electricity
- Removal of debris – reasonable costs incurred
- Subsidence by collapse, cracking, shrinkage, expansion or settlement of building or movement of made up ground, coastal or river erosion
- Temporary removal of Business Equipment for cleaning and renovation – 15% of the sum insured
- Temporary removal of documents – 15% of the sum insured
- The Excess
- Theft damage to building for which you are legally responsible - £25,000 limit any one claim providing the buildings are not insured elsewhere
- 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
- Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock,
- Watercraft or aircraft

Please see the Property 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 proof or evidence in the event of a claim
- Payments on account

Significant Exclusions and Limitations

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

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

Professional Indemnity

Provides cover for damages and claimants costs and expenses up to the limit of indemnity if a claim is made as a result of civil liability in connection with the professional business activity, provided the claim is first made against you during the period of insurance and we are notified during the same period of insurance or within seven days after expiry

Significant Features and Benefits

- Dishonesty of employees
- Loss of or damage to documents - £50,000 limit for all claims during the period of insurance

Significant Exclusions and Limitations

- Asbestos
- Bodily injury
- Contractual liability
- Date recognition
- Directors' liabilities
- Dishonesty or deliberate acts
- Employment disputes
- Excess
- Fines, penalties, punitive, multiple, aggravated or exemplary damages
- Goods supplied
- Insolvency
- Internet activity
- Joint venture
- North America claims
- Pension and financial schemes
- Pollution, contamination and environmental

- Prior claims
- Property damage
- Property ownership
- Retroactive (for claims arising before the retroactive date in the schedule)
- Terrorist act
- Trading losses
- Virus or similar mechanism

Significant Conditions

- Claims procedures – you must notify us as soon as possible within the period of insurance of:
 - any claim or possible claim against you
 - the discovery of or any reasonable suspicion that a person has acted dishonestly
 - the discovery of any loss of or damage to documents

If you do not comply with this condition you will not be covered and we will not pay your claim

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 your 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,
 81-85 Station Road
 Croydon
 CR0 2AJ

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	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 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
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	Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections: <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 If there is 50% or less chance of the above we will not provide cover
What is not covered by this policy?	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) Cover for:	Some significant exclusions (please refer to your policy wording) 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	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 Legal Expenses Section, General Exclusions, General Conditions and Claims Conditions.

Important Information

Making a claim

In respect of Sections 1 and 2

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.

Liability Injury Claims

Tel: 0345 900 4185, Option 3

or

New Claims Email: LiabilityClaims.ins@axa-insurance.co.uk

Existing Claims Email: BoltonLiabilityClaims.INS@axa-insurance.co.uk

Public Liability Property Damage Claims

Tel: 0370 900 0867, Option 2

or

Email: PLPDliability.ins@axa-insurance.co.uk

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

In respect of Sections 3-7

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 094 7089

or

Email: cpschemesclaims.ins@axa-insurance.co.uk

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

In respect of Section 8

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: 01204 877556

or

Email: prof.indclaims@axa-insurance.co.uk

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

In respect of Section 9

Claims will be handled by Markel Legal Expenses Insurance.

You should refer to 'How to contact us – to make a claim' at the beginning of Section 9 for full details of the procedures and conditions applying.

Cancellation

Your Rights

a) 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 Insurance 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 paid or is outstanding in the current Period of Insurance

b) outside the cooling off period

You may cancel Your Policy at any time by giving written notice to Your Insurance Broker or Us.

You will be entitled to a return of premium in respect of the exact number of days left of the Period of Insurance less an administration fee of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Schedule.

We will not refund any part of the premium (and any fee) if a claim has been paid or is outstanding in 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 Q 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.

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

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

AXA Insurance UK 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 AXA 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 acting in an underwriting capacity on behalf of:

All Sections (excluding Legal Expenses)

AXA Insurance UK plc Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG.

A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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.

