

# Tradesperson



# **Tradesperson Insurance Policy**

# Please read this document carefully. Full terms and conditions can be found within the Policy Booklet.

The Tradesperson Insurance policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Please refer to your policy schedule for full details of any endorsements or excesses that may apply.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

### **Standard Cover**

### Section 1 | Public Liability

# Public Liability – indemnity limit shown on the schedule (any one occurrence) Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man Within any member country of the European Union where any person is temporarily engaged in connection with Your Business Elsewhere in the world

where any person is

with Your Business

Liability Extension)

(see also Overseas Personal

temporarily engaged in non-

manual work in connection

# Extensions included as standard (subject to certain limits)

- Compensation for Court
   Attendance connected to a claim up to £750 per day for each director/partner and £250 per day for each employee
- Health & Safety at Work, etc. Act 1974
- Indemnity to Principals
- Indemnity to Plant Owners
- Defective Premises Act 1972
- Leased or Rented PremisesMotor Contingent Liability
- Overseas Personal Liability
- Cross Liabilities
- Products Liability
- Data Protection Legislation 2018

### Conditions

- Use of Heat Condition
- Underground Services Condition
- Housing Grants, Construction and Regeneration Act 1996

   compensation following adjudication over a dispute under the Act
- Contractual Liability
- Jurisdiction
- Costs inclusive in USA and Canada
- Bona Fide Sub Contractors
- Asbestos Clean Up Costs
- Excesses as per Schedule

### **Exclusions**

- Cost of rectifying faulty workmanship or replacing or recalling defective products or materials
- Design, formula, specification, inspection, certification, testing and or advice given for a fee or where a fee would normally be charged
- Bodily Injury to your employees arising out of and in the course of their employment
- Property belonging to you or under your control
- Damage to the Contract Works and other materials plant tools or equipment brought on to the site

# Section 1 | Public Liability continued

Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Consumer Protection and Food Safety Acts  Corporate Manslaughter  − maximum amount of  £1,000,000 in the aggregate and in any one Period of Insurance	Conditions	<ul> <li>Damage caused where You are required to effect cover under clause 21.2.1 of the JCT Standard Form of Building Contract (1980 Edition) (or equivalent)</li> <li>Injury or damage arising from any mechanically propelled vehicle or any craft made to float on, in or travel through water, air or space</li> <li>Products supplied</li> <li>Liquidated damages, fines or penalties</li> <li>Punitive, exemplary or aggravated damages</li> <li>Pollution or Contamination unless from a sudden and identifiable unintended and unexpected incident</li> <li>Pollution or Contamination occurring in the USA or Canada</li> <li>Visits or work on any offshore installation</li> <li>Failure or partial failure of computer programmes</li> <li>Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein</li> <li>Loss of data or provision of incorrect data or failure to supply data</li> <li>Libel slander or infringement of plans copyright patent trade name trade mark or registered design</li> <li>Incorrect information or errors or omissions in published materials</li> <li>Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft spacecraft rocket missile or satellite</li> <li>Cost of repair alteration replacement removal or recall of any Products Supplied</li> <li>Products Supplied which to your knowledge are exported to the United States of America and/or Canada and/or their dependencies</li> </ul>

### Section 1 Extension 2 | Temporary Employees

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
As shown under Section 1	As shown under Section 1	<ul> <li>As shown under Section 1</li> <li>The following additional conditions also apply:</li> <li>Cover is subject to:</li> <li>A maximum of 50 days worked in total by all temporary Employees</li> <li>The total number of person engaged in the Business does not exceed 15 at any one time</li> </ul>	As shown under Section 1

### **Optional Cover**

### Section 2 | Employers Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Employers Liability, indemnity limit shown on the schedule (inclusive of legal costs)     Territorial Limits     Great Britain, Northern Ireland, the Channel Islands or the Isle of Man     Within any member country of the European Union where any person is temporarily engaged on Your Business     Elsewhere in the world where any person is temporarily engaged in nonmanual work in connection with Your Business	Compensation for Court Attendance connected to a claim – up to £750 per day for each director/partner and £250 per day for each employee Health & Safety at Work, etc. Act 1974 Unsatisfied Court Judgements Indemnity to Principals Corporate Manslaughter – maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance Cross Liabilities	Contractual Liability     Jurisdiction     Right of recovery     Certificate of Employers Liability     – if policy or section cancelled certificate becomes ineffective from cancellation date	Injury to Employees, other than the driver, resulting from being in or on any of Your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988 Injury to Employees ordinarily resident outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man Visits or work on any offshore installation

### **Optional Cover**

### Section 2 Extension 1 | Injury to Working Partners

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
As shown under Section 2	As shown under Section 2	As shown under Section 2	As shown under Section 2  The following additional exclusions also apply:     Any injury sustained whilst the working partner is not working in connection with the Business     Any injury that is caused by the negligence of another partner or employee whilst not working in
			<ul> <li>connection with the Business</li> <li>The injured working partner does not have a valid right of action in negligence against the working partner or employee responsible for the injury</li> </ul>

### Section 2 Extension 2 | Temporary Employees

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
As shown under Section 2	As shown under Section 2	As shown under Section 2  The following additional conditions also apply: Cover is subject to:     A maximum of 50 days worked in total by all temporary Employees     The total number of persons engaged in the Business does not exceed 15 at any one time	As shown under Section 2

## **Optional Cover**

## Section 3 | Money

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Loss of Money – up to the limits shown on the schedule  In transit  In a bank night safe  In Your private dwelling, or that of your partners, directors or employees  On any Contract Site  Territorial Limits  Great Britain, Northern Ireland, the Channel Islands or the Isle of Man	<ul> <li>Non-Negotiable Money – up to £250,000 any one claim</li> <li>Damage to Safes and Carrying Cases up to an amount not exceeding the cost of repair or restatement</li> <li>Damage to clothing resulting from theft or attempted theft of money – up to £500 any one person</li> <li>Personal Accident (Assault)</li> <li>Death – up to £10,000</li> <li>Loss of limbs or sight – up to £10,000</li> <li>Permanent total disablement – up to £10,000</li> <li>Temporary total disablement – up to £100 per week</li> <li>Temporary partial disablement – up to £30 per week</li> <li>Incurred medical expenses – up to £500</li> </ul>	<ul> <li>Accompaniment requirements for money in transit</li> <li>Safe keys and notes of combinations are to be removed from the premises outside business hours</li> <li>The following additional conditions apply to Personal Accident (Assault):</li> <li>Persons Insured (partners, directors &amp; employees) must be aged not less than 16 years nor more than 75 years</li> <li>Limit of Liability</li> <li>Referral to Medical Practitioner</li> </ul>	Losses arising from fraud or dishonesty of employees if discovered longer than 14 days after the event     Shortages due to error or omission     Losses from unattended vehicles     Losses arising from any form of payment which proves to be counterfeit, fake etc.  The following additional exclusions apply to Personal Accident (Assault):     Death or disablement contributed to or accelerated by pre-existing physical or mental condition

# Section 4 | Tools and Business Equipment

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
"All Risks" Cover on Tools and Business Equipment not exceeding the Sum Insured shown on the Schedule     Territorial Limits     Great Britain, Northern Ireland, the Channel Islands or the Isle of Man     Within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man	Automatic reinstatement following a claim     Other Interests	• Excess – as per Schedule	<ul> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Exposure to weather conditions</li> <li>Damage to mechanically propelled vehicles</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical tools and business equipment caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Property hired out</li> <li>Any Hired in Plant or any Own Plant</li> <li>Indirect loss of any kind</li> <li>Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> <li>Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building</li> <li>Damage to goods in an open backed vehicle caused by theft or attempted theft</li> <li>Damage to glass and other brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported</li> <li>Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Pollution or contamination unless resulting from a defined peril</li> </ul>

## Section 5 | Business Stock

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
"All Risks" Cover on Business Stock not exceeding the Sum Insured shown on the Schedule     Territorial Limits     Great Britain, Northern Ireland, the Channel Islands or the Isle of Man     Within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man	<ul> <li>Automatic reinstatement following a claim</li> <li>Debris Removal</li> <li>Other Interests</li> </ul>	• Excess – as per Schedule	<ul> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Exposure to weather conditions</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical business stock caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Business Stock hired out</li> <li>Indirect loss of any kind</li> <li>Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> <li>Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building</li> <li>Damage to goods in an open backed vehicle caused by theft or attempted theft</li> <li>Damage to glass and other brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported</li> <li>Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Pollution or contamination unless resulting from a defined peril</li> </ul>

## Section 6 | Own Plant

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
"All Risks" Cover on Own Plant not exceeding the Sum Insured shown on the Schedule     Territorial Limits     Great Britain, Northern Ireland, the Channel Islands or the Isle of Man     Within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man	<ul> <li>Automatic reinstatement following a claim</li> <li>Other Interests</li> <li>Immobilised Plant</li> <li>Replacement of Locks – up to £500 any one claim</li> <li>Security Devices</li> </ul>	• Excess – as per Schedule	<ul> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Damage to craft or any own plant therein or thereon</li> <li>Damage to mechanically propelled vehicles</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical own plant caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Own Plant hired out</li> <li>Any Hired in Plant</li> <li>Any plant away from the Contract Site unless at Your premises or garage or in a locked premises or compound</li> <li>Indirect loss of any kind</li> <li>Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> <li>Theft or attempted theft of portable items overnight (not in a vehicle) unless in a securely locked building or guarded security container</li> <li>Unexplained losses or shortages due to error or omission, losses discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Pollution or contamination unless resulting from a defined peril</li> </ul>

# Section 7 | Hired in Plant

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
"All Risks" Cover on Hired in Plant not exceeding the Sum Insured shown on the Schedule subject to a maximum single article limit sum insured of £20,000     Territorial Limits     Great Britain, Northern Ireland, the Channel Islands or the Isle of Man     Within any member country of the European Union where work is being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man  Man	Automatic reinstatement following a claim     Other Interests     Immobilised Plant     Replacement of Locks – up to £500 any one claim     Security Devices     Continuing Hiring Charges – up to £25,000 any one Period of Insurance     Negligent Breakdown of Hired in Plant – up to £5,000 any one item and £25,000 any one occurrence	• Excess – as per Schedule	<ul> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Damage to craft or any hired in plant therein or thereon</li> <li>Damage to mechanically propelled vehicles</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical hired in plant caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Hired in Plant hired out</li> <li>Any Own Plant</li> <li>Any Hired in Plant away from the Contract Site unless at Your premises or garage or in a locked premises or compound</li> <li>Indirect loss of any kind</li> <li>Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> <li>Theft or attempted theft of portable items overnight (not in a vehicle) unless in a securely locked building or purpose built made immobile security container</li> <li>Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Pollution or contamination unless resulting from a defined peril</li> <li>Any Hired in Plant hired anywhere outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> </ul>

## Section 8 | Contract Works

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
"All Risks" Cover on Contract Works not exceeding the Sum Insured shown on the Schedule     Territorial Limits     Great Britain, Northern Ireland, the Channel Islands or the Isle of Man	<ul> <li>Automatic reinstatement following a claim</li> <li>Maintenance or Defects Liability Period and Conditions of Contract</li> <li>Professional Fees</li> <li>Debris Removal</li> <li>Public Authorities – Additional Costs</li> <li>Plans and Specifications</li> <li>Other Interests</li> <li>Speculative Development</li> <li>Offsite Storage</li> <li>Free Issue Materials</li> <li>Expediting Expenses – up to 25% of the finally agreed claim before the deduction of any excess or £50,000 any one occurrence whichever is the less</li> <li>Additional Expenditure</li> <li>Cessation of Works</li> <li>Show Houses and Contents – up to £10,000 any one claim</li> <li>Increase in Contract Price – 20% uplift</li> </ul>	Housing Grants, Construction and Regeneration Act 1996     Excess – as per Schedule	<ul> <li>Damage due to defect, error or omission in design, plan, specification, workmanship or materials</li> <li>Damage caused to enable repair to damage caused by defect, error or omission (as above)</li> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Damage to deeds, bonds, cash, cheques</li> <li>Damage to craft or any contract works therein or thereon</li> <li>Damage to mechanically propelled vehicles</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical contract works caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Property that existed at the commencement of insurance other than materials supplied and delivered for incorporation of the works</li> <li>Any Hired in Plant or any Own Plant</li> <li>Permanent works where a certificate of completion has been issued</li> <li>Damage for which you are relieved of responsibility under the terms and conditions of any contract</li> <li>Liquidated damages, penalties or indirect loss of any kind</li> <li>Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Pollution or contamination unless resulting from a defined peril</li> <li>Damage arising out of the use or occupation of any portion of the permanent contract works by any owner, tenant or occupier</li> </ul>

### Section 9 | Personal Accident

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Cover for named people (must be aged not less than 16 years nor more than 75 years) suffering bodily injury resulting in:  Death  Loss of limbs or sight  Permanent total disablement  Temporary total disablement  Up to the benefits for each item as shown in the schedule		Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years     Limit of Liability     Change in Circumstances	Flying other than as passenger on bona fide airline     Winter sports and other hazardous pursuits     Illness or disease or gradually operating cause     Self-injury, provoked assault or wilful exposure to needless peril     Influence of alcohol or non-prescribed drugs     Pre-existing defect     Failure to obtain or follow proper medical advice

### **General Conditions**

<ul> <li>Observance of Conditions</li> </ul>	•	Fair Presentation of the Risk	•	Reasonable Precautions	•	Change of Risk or Interest
Contracts (Rights of Third	•	Cancellation	•	Instalments	•	Choice of Law
Parties) Act 1999	•	Changes to Your Cover	•	No Claim Discount	•	Sanctions, Prohibitions or
						Restrictions

### **Claims Conditions**

Conditions Precedent	Our Rights	Subrogation	Arbitration
Action by You	Fraudulent Claims	Other Insurances	

### **General Exclusions**

Sonic Bangs	War, Government Action and	Date Recognition	<ul> <li>Infectious or Contagious</li> </ul>
Radioactive Contamination	Terrorism	Computer Virus and Hacking	Disease

### **Further Information**

### Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Telephone helpline services available for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf). Where specialist advice is needed, this is available 9am to 5pm, Monday to Friday, excluding public and bank holidays.
- Counselling A confidential counselling service over the phone for any employee and their immediate family aged 18 or over (extends to include 16 or 17 year olds if they are in full-time employment). All costs of the referral services provided will not be paid by DAS (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf.
- Health and Medical Assistance provided by a medically qualified person, is available 9am to 5pm, Monday to Friday, excluding public and bank holidays, giving assistance concerning nutrition, sports injuries, giving up smoking etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf).

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

### Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

### How to make a claim



You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left hand side or by visiting nig.com/claims.

Alternatively, you can contact Your insurance advisor for a claim form. Please quote your policy number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

Customer Relations Manager, NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Email: complaints@nig-uk.com.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

### **Details about our Regulator**

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at

www.bankofengland.co.uk/pra, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

### **Financial Services Compensation Scheme**

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

