

Policy Summary

Tradesmen

This is a summary of your policy, giving important information about the cover provided so you can check that it is right for you



Arch Tradesmen Policy Summary

Policy Summary

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to us and read the policy carefully document when you receive it

Insurance Provider

Your insurer will be Arch Insurance (UK) Limited, Registered address:

5th Floor,
Plantation Place South,
60 Great Tower Street,
London,
EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

FCA Register Number 229887, with the exception of certain sections within your policy wording, which may be covered by another named insurer.

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation

Type of Insurance

This policy provides a comprehensive range of covers with the flexibility to select from a range of covers aimed at general industry to meet your needs

Policy Term

The duration of the Policy is 12 months from cover inception date, or as detailed in your policy schedule

Arch Tradesmen Policy

Legal Liabilities Section

Cover, Features and Benefits

Employers' Liability

Protection against your legal liabilities 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

Cover includes

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in your employment by third parties
- Compensation for court attendance as a witness in connection with any claim under this section
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas

Optional extensions

- Working partners can be included under the cover

Exceptions and Limitations - Please refer to your Policy document

- Cover for acts of terrorism is limited to £5,000,000
- Work in or on or travel to or from any offshore installation
- Injury to an Employee for which compulsory motor insurance is required under Road Traffic Act legislation

Public Liability

Protection against your legal liability for injury to third parties and damage to their property including nuisance trespass obstruction or interference

Cover extends to include

- Contingent motor third party liability arising out of the use of vehicles not owned by you within Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
 - Defective Premises Act liability
 - Personal liability of employees directors or partners whilst they are overseas on your business
 - Employees' and visitors personal belongings
 - Compensation for court attendance as a witness in connection with any claim under this section
-

Exceptions and Limitations - Please refer to your Policy document

- Loss or damage to property in your custody or control or to products supplied
- Pollution unless caused by a sudden and identifiable incident
- Territorial Limits exclude USA and Canada unless specifically agreed
- Work in or on or travel to or from any offshore installation
- Cover for any advice formula advice provided by you for a fee or where a fee would normally be charged is excluded
- Fines penalties or punitive damages
- The first part of any claim (your excess)
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- Payments to Bona Fide subcontractors must not exceed 25% of annual turnover and evidence of their own insurance must be obtained
- Heat conditions apply
- Excavation work in excess of 2 metres
- Work involving demolition unless part of a rebuilding contract
- Work involving explosives, pile driving, water diversion or sub aqua work
- Damage to underground services condition applies
- Work at or on aircraft, airports, railway premises, watercraft, blast furnaces, chimney shafts, collieries, dams, gas works, mines, power stations, steeples, towers, tunnels, viaducts, quarries, chemical works, oil refineries, fuel depots, bridges, canals, docks, piers or wharves

Cover, Features and Benefits

Products Liability

Legal liability compensation costs and expenses following injury or damage by goods that you have sold supplied repaired tested or delivered

Cover is extended to include

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation

Exceptions and Limitations - Please refer to your Policy document

- Cover for acts of terrorism is limited to £2,000,000 any one event
 - Pollution unless caused by a sudden and identifiable incident
 - Territorial Limits exclude USA and Canada unless specifically agreed
 - Cover for any advice formula advice provided by you for a fee or where a fee would normally be charged is excluded
 - Liability arising out of products supplied which to your knowledge is for use in or on any aircraft or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
 - Fines penalties or punitive damages
 - Territorial limits for products supplied is worldwide other than those that are known to be sold
-

supplied erected repaired altered treated or installed by you in the United States of America or Canada

Essential Business Legal Expenses – Core Cover

Cover, Features and Benefits

Cover up to £250,000 for your legal costs and expenses for the following

- Defence of Employment Disputes and payment of Compensation Awards
- Representation for Tax Investigations and VAT assessments
- Pursuit of Property disputes
- Defence of prosecutions relating to Compliance & Regulation
- Employees Extra Protection defence
- Legal/Tax Advice and Counselling Helplines
- Business Legal Services which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies

Exceptions and Limitations - Please refer to your Policy document

- For civil cases, claims must hold greater than 50% chance of success in employment tribunal or court
 - Claims must be reported within 180 days of becoming aware of the incident
 - No costs and expenses will be covered before acceptance of the claim by us
 - The first £1,000 is excluded for employment awards claims
 - Redundancy claims are excluded within the first 180 days of the policy unless previous legal cover was held
 - Advice from the legal helpline must be taken and followed prior to serving a notice of redundancy
 - Any dispute relating to a transfer under TUPE
 - The first £250 is excluded for each aspect tax enquiry claim
-

Business Contents Section

Cover, Features and Benefits

Cover up to £20,000 for damage to business contents stored at your premises and whilst Temporarily removed elsewhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands for a period not exceeding 14 consecutive days

Exceptions and Limitations - Please refer to your Policy document

- Consequential loss
 - Damage caused by theft unless as a result of force or violent means
-

-
- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
 - Mechanical or electrical breakdown
 - Unexplained losses, acts of fraud or dishonesty
 - The first part of any claim – your excess
-

Contractors All Risks Section

Cover, Features and Benefits

Cover for damage the permanent and temporary contract works and materials for use in connection therewith, including plant.

- Cover for professional fees
 - Debris removal
 - Public authority requirements
 - Free issue materials
 - Offsite storage limited to 15% of sum insured up to a maximum of £25,000
 - Immobilized plant
 - Plans and documents up to a maximum of £10,000
 - Expediting expenses up to a maximum of £10,000
 - Continuing hire charges
-

Exceptions and Limitations - Please refer to your Policy document

- Consequential loss
 - Theft where property is not stored in a securely locked building
 - Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
 - Mechanical or electrical breakdown
 - Unexplained losses, acts of fraud or dishonesty
 - Annual contracts only
 - Cessation of work condition applies
 - Hired out equipment and property should be hired out on no less onerous contract conditions
 - Damage once contract works have been completed and handed over
 - Liquidated damages and penalties
 - Damage to any property forming part of any existing structure
 - Excluding any work which involves work in over or adjacent to water, bridges, viaducts, subways, tunnels, motorways, dams, and the like a depth of excavation exceeding 2 metres, piling and underpinning
 - Maximum any one contract period 12 months
 - Maximum any one maintenance period 12 months
 - The first part of any claim – your excess
-

Cancellation

If this cover does not meet with your requirements please return all your documents and any Employers Liability Certificate(s) to your insurance agent who has arranged the cover within 14 days of receipt and We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance.

We may cancel this policy or any part thereof by giving 30 days notice to your last known address

Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, you shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

If you wish to terminate the cover at any other time please contact your insurance agent who arranged it and any return premium will be at the discretion of Arch Insurance (UK) Limited.

How to make a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

To register a claim under any other Section You should email full details of the claim including your Arch policy number to commercial.claims@archinsurance.co.uk or call 0345 258 3880.

To register a claim under the Essential Business Legal Expenses Section you should contact ARAG including if you are planning any redundancy

Please do not instruct your own lawyer or accountant as we will not pay costs incurred and you may invalidate Your cover

Telephone - 0117 917 1698 or visit www.arag.co.uk/newclaims

How to Complain

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you

If you have a complaint please write to the Complaints Manager, Arch Insurance (UK) Ltd, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ
complaints@archinsurance.co.uk

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service The address is

Financial Ombudsman Service
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 / 0300 123 9 123

Fax: 020 7964 1001

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

Following the complaints procedure does not affect Your rights to take legal proceedings

Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk



Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.