Tradesman Saver

Policy summary

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

Tradesman Saver Policy Summary

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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 document carefully when you receive it

Insurance Provider

This insurance is underwritten and administered by Covea Insurance plc, other than in respect of the Essential Business Legal Expenses Section which is arranged by Tradesman Saver (Henry Seymour & Co) and underwritten and administered by ARAG plc on behalf of the Insurer, ARAG Legal Expenses Insurance Company Limited.

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

Tradesman Saver Policy

The Policy

General Conditions and General Exceptions - Please refer to your Policy document

- Radioactive Contamination
- War Government Action and Terrorism
- Pollution and Contamination
- Electronic Risk
- Communicable Disease
- Cyber Exclusion (applicable to Public Liability and Products Liability Sub-Section)

Legal Liabilities Section

Cover, Features and Benefits – Employers' Liability (Optional Cover)

Protection against your legally 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

Cover, Features and Benefits - Public Liability (Compulsory Cover)

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

- Financial Loss up to a maximum of £10,000
- Territorial limits are extended to include worldwide (excluding United States of America or Canada or Offshore) for temporary visits of no more than 14 consecutive days by manual employees in connection with the Business
- 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
- Communicable Disease – up to £1,000,000 in any one Period of Insurance

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 3 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
- Liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any cyber act, cyber incident or loss of data except in certain circumstances

Cover, Features and Benefits - Products Liability (Compulsory Cover)

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
- Communicable Disease – up to £1,000,000 in any one Period of Insurance

Exceptions and Limitations - Please refer to your Policy document

- 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
- liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any cyber act, cyber incident or loss of data except in certain circumstances

Essential Business Legal Expenses – (Compulsory 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 Employment Compensation Awards
- Employment Restrictive Covenant Disputes
- Representation for Tax Investigations and certain HMRC disputes
- Pursuit of Property damage, nuisance and trespass disputes
- Defence of prosecutions and Compliance & Regulation matters
- Statutory Licence Appeals
- Representation for Employees to pursue Personal Injury claims against third parties
- Executive Suite
- Crisis Communication Costs (up to £25,000)
- Legal/Tax Advice and Counselling Helplines
- Legal Services Website 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

- It must always be more likely than not that the claim will be successful
- You must notify us immediately after you become aware of circumstances that could give rise to a claim
- No legal costs and expenses will be covered before acceptance of the claim by us
- Redundancy claims are excluded within the first 180 days of the policy unless equivalent legal cover was in force up until the start of this policy

Business Contents Section (Optional Cover)

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 (Optional Cover)

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
- Immobilised 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 3 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

Personal Accident & Short Term Income Protection (Optional Covers)

Cover, Features and Benefits

Cover for named principals, partners, directors or employees which includes the following

- Lump Sum compensation following in accident in respect of:
- Accidental Death
- Permanent Total Disability
- Quadriplegia
- Paraplegia
- Permanent loss of sight in both eyes
- Permanent loss of use of two limbs
- Permanent loss of sight in one eye
- Permanent loss of use of one limb
- Permanent loss of speech
- Permanent loss of hearing in both ears
- Permanent loss of hearing in one ear
- Burns
- Permanent loss of use of a shoulder, hip, knee, thumb, wrist, ankle, finger or toe
- Hospitalisation
- Major fracture of upper leg, vertebral body, pelvis, skull, vertebra other than vertebral body, lower leg, lower jaw, breastbone, shoulder blade, kneecap, upper arm, lower arm, lower leg, hand (metacarpals), foot (metatarsals), clavicle, coccyx, wrist (carpals) & colles' fracture, ankle & pott's fracture
- Dislocation of spine, back, hip, knee, ankle, shoulder or collar bone, elbow, wrist or any other joint
- Weekly benefit (where selected) in the event of illness or an accident

Exceptions and Limitations - Please refer to your Policy document

- War and terrorism
- Normal pregnancy and childbirth
- Minimum age limit of 16 and maximum age limit of 70
- Taking part in any form of aviation, including travelling in an aircraft (except as a fare paying customer in a commercial licenced aircraft)
- The manufacture or use of explosives
- Exposure to exceptional danger (except in an attempt to save human life)
- The illegal acts of the person who has suffered the accident
- Suicide or self-inflicted injury whether of a sound mind or not
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a doctor for a condition other than alcohol or drug addiction
- Radiation or contamination or the effects of radiation
- Pre-existing medical conditions
- Any sickness, disease, or degenerative process (a condition which becomes progressively worse) unless Short Term Income Protection selected
- The first 14 days in respect of Short Term Income Protection (where selected) with a maximum payment period of 12 months

Professional Indemnity (Optional Cover for certain trades)

Cover, Features and Benefits

Cover for legal liability arising from any negligent act, negligent error or negligent omission occurring in the course of the business

Exceptions and Limitations - Please refer to your Policy document

- The first £250 of each and every claim

This section will not indemnify you in respect of any liability involving

- transport or property owned you
- employment
- the supply of goods
- fraud, dishonesty or criminal acts
- any claim made against you by any entity in which you have a controlling interest
- contractual liability
- nuclear risks
- war and terrorism
- any work or activities undertaken outside the territorial limits
- any claim brought outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the EU
- fines or penalties
- pollution
- directors' and officers' liability
- trading losses
- failure to arrange insurance or finance
- asbestos
- regulated activities as defined in the Financial Services and Markets Act 2000
- pension trustee liability
- bodily injury and/or property damage
- any liability for, or directly or indirectly arising out of, or in any way involving:
- (a) authorised or unauthorised transmission of electronic data
- (b) the content of any website, your email, intranet or extranet
- (c) erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality
- (d) failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: A&B Mills, Dean Clough, Halifax, HX3 5AX. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

For Essential Business Legal, cover is provided by ARAG plc on behalf of the Insurer, ARAG Legal Expenses Insurance Company Limited.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the Insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

How to Cancel Your Policy

If you do not want to accept the Policy you have the right to cancel it within 14 days from the date of purchase of your Policy or the day you receive your Policy documentation, whichever is later. To do this you must return the Policy documentation to Tradesman Saver (Henry Seymour & Co) when giving your instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started we will refund the premium for the exact number of days left on the Policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance. We will also do this if you want to cancel the Policy within 14 days after the renewal date.

You may cancel the Policy at any other time by contacting Tradesman Saver (Henry Seymour & Co).

If you cancel your Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, we will not refund any part of the premium. If you have a loan agreement with Covéa Insurance, all outstanding monies must be paid to us as described in your loan agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current period of insurance, we will refund the premium for the exact number of days left on the Policy.

How to make a Claim
(for sections other than the Essential Business Legal Expenses section)

Should you be unfortunate enough to have to make a claim, Covéa Insurance Commercial Care Line will manage all aspects of the claim for you from the time it is reported.

• Dedicated telephone number – 0330 024 2266
• By E-mail – newcommercialclaims@coveainsurance.co.uk
• In writing – Covéa Insurance Commercial Care Line, A&B Mills, Dean Clough, Halifax, HX3 5AX.
Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:
• Take details of your claim over the phone, in most cases removing the need for completion of an incident report form.
• Take control of the management of your claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

How to make a Claim under the Essential Business Legal Expenses Section

Please contact ARAG in the event that you need to make a claim under the Essential Business Legal Expenses section, including if you are considering carrying out a redundancy
Claims telephone number: 0330 303 1955 or report on line at www.arag.co.uk/newclaims

1. Under no circumstances should You instruct Your own lawyer or accountant as ARAG will not pay the costs incurred and it could invalidate Your cover.
2. If You instruct Your own solicitor or accountant without telling ARAG, You will be liable for costs that are not covered by this Section.

3. A claim can be made online at www.arag.co.uk/newclaims. Alternatively You can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling ARAG on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
4. The completed application and supporting documentation can be submitted online or sent to ARAG by email, or post. Further details are set out on ARAG's website. ARAG will send an acknowledgment by the end of the next working day after receiving the claim.
5. Within five working days of receiving all the information needed to assess the availability of cover under the policy, ARAG will contact the Person-Insured either:
   - confirming cover under the terms of this policy and advising them of the next steps to progress their claim; or
   - if the claim is not covered, ARAG will explain in full the reason(s) why, and advise whether they can assist in another way.
6. When a representative is appointed, they will try to resolve the dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.

Complaints Procedure for sections other than Essential Business Legal

It is always our intention to provide a first class standard of service. However, we do appreciate that occasionally things go wrong. In some cases, Tradesman Saver (Henry Seymour & Co), who arranged your insurance will be able to resolve any concerns, particularly if your complaint relates to the way the policy was sold, and you should contact them directly.

Alternatively, please contact us using the following details, quoting your Policy or claim number:
Customer Relations, Covéa Insurance,
A&B Mills, Dean Clough
Halifax HX3 5AX
Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if your complaint is eligible when you contact them. Their contact details are:
Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Complaints Procedure for Essential Business Legal

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways. In the first instance:

Phone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded)
Email: customerrelations@arag.co.uk
Write to: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if we cannot meet our obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU www.fscs.org.uk.

Tradesman Saver

Henry Seymour & Co (Barkdene Ltd)
Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB

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www.tradesmansaver.co.uk

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