

# Your Tradesperson cover summary

## Please read this carefully

This is a summary of the main things your insurance policy covers and doesn't cover, and the key requirements you have to meet.

## You also need to read your policy schedule and policy booklet.

They tell you how much you're insured for, the limits, excesses and full terms and conditions.

## About your policy

Your policy runs for 12 months. It's underwritten by U K Insurance Limited. We'll cover you in the UK, Channel Islands and Isle of Man or when you are temporarily working in the EU.

This policy meets the demands and needs of Tradespeople requiring cover for liability or property damage claims made against you by customers, visitors, people they visit, and members of the public; and/or requiring cover for equipment used by the business and contract works.

The optional Personal Accident cover meets the demands & needs of those who need compensation if anyone working in the business between the ages of 16 and 75 has an accident, whether it occurs in a business or personal capacity, resulting in death, or temporary or permanent total disablement.

The optional Legal Expenses cover meets the Demands & Needs of those who need cover for legal costs up to £250,000 for things like contract disputes with suppliers or customers, employment disputes, statutory licence appeal, legal defence of criminal prosecutions relating to your business.

## Keeping us informed

You need to make a fair presentation of your business to us.

That means checking for – and telling us about – anything that might affect:

- our decision to give you this insurance.
- your cover, or the premium we charge you.

You should include information about or known by you, your partners, directors or anyone managing your business. We call this 'material information'. If you're not sure if something is 'material', tell us and we'll let you know. You also need to tell us if any information you've given us changes.

**If you don't tell us something, you could leave yourself uninsured or not able to claim.**

## Public Liability

### What's covered

This covers you if as part of your business:

- ✓ you accidentally injure a customer, visitor, someone you visit or member of the public.
- ✓ you accidentally damage property that isn't yours.

This cover applies to the UK, the Channel Islands and the Isle of Man or when working temporarily within the EU.

We'll cover compensation payments, your legal costs if we defend the claim and the other party's legal costs if you're found responsible for the injury or damage.

### We also cover

- ✓ Health and Safety at Work Act – your legal costs and expenses if you or an employee are prosecuted under the act.
- ✓ Data Protection Act 2018 – we'll cover legal costs and expenses up to £500,000 if your business is prosecuted under the act.
- ✓ Advertisement signs - we'll cover injury or damage caused by your business's signs or any advertising boards.
- ✓ Indemnity to plant owners – if you hire in plant or equipment and it is required by the hire agreement, we will cover the owners for claims that are caused by the plant and equipment.
- ✓ Corporate manslaughter - we'll cover legal costs and expenses up to £1,000,000 if your business is prosecuted under the act.
- ✓ Compensation for court attendance connected to a claim (up to £750 per day for principals/partners/directors and £500 for each employee).

### Exclusions and key conditions

#### What's not covered

- ✗ The cost of replacing faulty goods or putting faulty workmanship right.
- ✗ Injury to your employees when working for you.
- ✗ Damage to the work in progress and other materials, plant tools or equipment brought on to the site.
- ✗ Liquidated damages (an amount that must be paid for failure to comply within a contract), fines or penalties.
- ✗ Visits or work on any offshore installation.
- ✗ Design, formula, specification, inspection, certification and or advice given for a fee or where a fee would normally be charged.
- ✗ Property belonging to you or under your control.
- ✗ Damage under clause 6.5.1 of the JCT Standard Form of Building Contract (1980 Edition) or equivalent.
- ✗ Injury or damage caused by any craft like a drone or mechanically propelled vehicle such as a car but not mechanical plant like a digger being used at any of your sites.

#### Key conditions you have to meet

- You must pay the excess shown in your schedule.
- You need to make sure that you follow the correct precautions when using equipment that produces heat, sparks or flames.
- You need to make sure that you follow the correct precautions and take reasonable measures when working below ground level.

## Optional cover

### Employers' Liability

#### What's covered

This covers compensation payments if you're found responsible should an employee get injured or becomes ill while working for you.

We cover you for up to £10 million this includes your legal costs if we defend the claim, and the other party's legal costs if we pay a claim.

This cover applies to the UK, Channel Islands and Isle of Man or when working temporarily within the EU.

#### We also cover

- ✓ **Health and Safety at Work Act** – your legal costs and expenses if you or an employee are prosecuted under the act.
- ✓ **Up to £1,000,000 for Corporate manslaughter** - Legal costs and expenses if you or an employee are prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007.
- ✓ **Compensation for court attendance connected to a claim** (up to £750 per day for principals/partners/directors and £500 for each employee).
- ✓ **Temporary employees**, for a specified number of days per year depending on the size of your business.
- ✓ **Injury to working partners.**

#### Exclusions and key conditions

##### What's not covered

- ✗ Claims by employees living outside the UK, Channel Islands or Isle of Man.
- ✗ Injuries to your employees (except the driver) while they're in a vehicle being used for your business.
- ✗ Any visits to or work offshore.
- ✗ Fines or penalties as a result of a Health and Safety prosecution.

##### Key conditions you have to meet

- You'll need to get our agreement in writing before you start incurring any legal costs.

## Optional cover (trade dependent)

### Professional Indemnity

(claims are administered by Tokio Marine HCC)

#### What's covered

We cover you if you're found responsible for causing your customers or clients to suffer a financial loss because of a mistake in your Professional services. Cover is on a 'claims made' basis, which means we cover you when the claim is made against you regardless of when the incident happened.

**Retroactive cover** – you're covered for work undertaken after the retroactive date shown on your schedule; if your schedule shows None, we'll cover you from the date you established your business.

Cover is only for claims arising out of the Professional Services provided by the business as defined in the policy wording.

Cover includes:

- ✓ **Negligent act, error or omission** - where you don't carry out your Professional services work to a standard which would normally be expected.
- ✓ **Libel or Slander** - saying something about a person which is untrue and damages their reputation. Slander is something spoken; libel would be in writing or pictures.
- ✓ **Novation agreements** – when contractual rights and obligations are passed from one party to another e.g. a design consultant is initially contracted to the client but then transferred to the main contractor.
- ✓ **Failing to warn a client that designs are inadequate**
- ✓ **Employees being dishonest.**
- ✓ **Accidentally disclosing confidential information** about a customer or client.
- ✓ **Accidentally breaching intellectual property rights** e.g. using an image in your work without permission.
- ✓ **Loss or damage of documents.**

Up to the limit shown in your *policy schedule*.

### In addition, we also cover the following:

- ✓ Defence costs, such as lawyers, court costs and experts - these are payable in addition to the limit shown in your *policy schedule*.
- ✓ Legal costs if you're prosecuted under the Data Protection Act.
- ✓ Collateral warranties – an additional contract put in place to allow someone who was not part of the original contract but has an interest in the building works, to make a claim against those who signed the contract e.g. an occupier of a new house could claim against the architect
- ✓ Mitigating loss – costs in order to reduce or avoid losses before practical completion

## Exclusions and specific conditions

### What's not covered

- ✗ Claims and circumstances you knew about before you took out this section.
- ✗ Work subject to the laws of North America.
- ✗ Computer viruses.
- ✗ If you become insolvent or bankrupt.
- ✗ Fines or penalties other than for libel or slander.
- ✗ The excess shown in your *policy schedule*.
- ✗ If you use or copy a patented product without permission.
- ✗ Advice about finance, credit or leasing agreements.
- ✗ Deliberate or criminal acts.
- ✗ Combustibility or fire safety requirements of any cladding, glazing, doors, external and internal wall systems of any building or structure; including any component or material used in their manufacture, assembly or construction.
- ✗ Valuation reports other than those used to confirm payments to contractors.
- ✗ Surveys undertaken by the business unless the person carrying out the survey has the relevant qualifications and experience.
- ✗ If you undertake a project in partnership with another firm we won't cover mistakes made by the other firm.
- ✗ Breach of contractual duty, other than for collateral warranties and duty of care agreements, as long as you do not agree to a greater level of service, a longer period than would normally be expected or any penalties stated in any contract.
- ✗ Defective workmanship.
- ✗ Manual work.

## Specific Conditions

If there's a dispute over the policy cover, and we cannot agree on it, then we'll ask the Centre for Effective Dispute Resolution (CEDR) to mediate.

## Exclusions and key conditions

### What's not covered

- ✗ Claims by employees living outside the UK, Channel Islands or Isle of Man.
- ✗ Injuries to your employees (except the driver) while they're in a vehicle being used for your business.
- ✗ Any visits to or work offshore.
- ✗ Fines or penalties as a result of a Health and Safety prosecution.

### Key conditions you have to meet

- You'll need to get our agreement in writing before you start incurring any legal costs.

## Optional cover

### Tools and Business Equipment

#### What's covered

This covers the cost to repair or replace your tools and business equipment if they're damaged or lost anywhere in the European Union and the United Kingdom, the Channel Islands and the Isle of Man.

#### We also cover

Cover can be extended for tools and business equipment kept in a vehicle overnight.

## Exclusions and special conditions

### What's not covered

- ✗ Any damage caused by wear and tear.
- ✗ Damage caused by corrosion, dampness or dryness.
- ✗ Weather damage to movable property which has been stored outside or in an open sided building
- ✗ Property hired out.
- ✗ Theft or attempted theft of tools and business equipment when left in an unattended vehicle that is not locked.
- ✗ Tools and business equipment in an open backed vehicle.
- ✗ Damage caused by theft or attempted theft from a vehicle when it is not being used for business purposes for 5 or more days.
- ✗ Theft or attempted theft of tools or business equipment from an unattended vehicle between 9pm and 6am unless the vehicle is in a securely locked building.

### Key conditions you have to meet

- You must pay the excess shown in your schedule.

## Optional cover

### Stock and Materials

#### What's covered

This covers the cost to repair or replace your stock and materials if they're damaged or lost anywhere in the EU or United Kingdom, the Channel Islands and the Isle of Man.

#### Exclusions and special conditions

##### What's not covered

- x Damage caused by wear and tear.
- x Damage due to exposure to weather.
- x Damage caused by mechanical or electrical breakdown.
- x Damage to electrical stock caused by breakdown or by its own short circuiting or overrunning.
- x Theft or attempted theft of stock or materials from an unattended vehicle between 9pm and 6am unless the vehicle is in a securely locked building.
- x Stock and materials in an open backed vehicle.
- x Damage to glass and other fragile items unless caused by fire, theft or accident to the vehicle when moving the goods.
- x Unexplained losses or shortages discovered when checking your stock and materials.

##### Key conditions you have to meet

- You must pay the excess shown in your schedule.

## Optional cover

### Own Plant

#### What's covered

This covers repair or replacement costs for plant that you own, such as a mini digger, should it get damaged or lost anywhere in the EU or the United Kingdom, the Channel Islands and the Isle of Man.

##### We also cover

- ✓ Replacement locks on your plant up to £500 per claim.
- ✓ Damage to security devices fitted to your plant caused by theft or attempted theft.
- ✓ Your costs of recovering the plant if it's accidentally immobilised.

## Exclusions and special conditions

### What's not covered

- x Damage caused by wear and tear.
- x Damage caused to your plant if you hire it out.
- x Damage to any plant you have hired in.
- x Damage caused by mechanical breakdown.
- x Theft or attempted theft of your plant from an unattended vehicle between 9pm and 6am unless the vehicle is in a securely locked building.
- x Damage caused to plant away from the contract site unless it is at your premises, in transit or stored in a locked building or compound.
- x Damage caused by theft or attempted theft away from any contract site unless kept in a securely locked building or purpose-built immobile security container.

### Key conditions you have to meet

- You must pay the excess shown in your schedule.

## Optional cover

### Hired in Plant

#### What's covered

This covers repair or replacement costs for plant that you hire, like a digger, if it's damaged or lost anywhere in the United Kingdom, the Channel Islands and the Isle of Man or the EU.

#### We also cover

- ✓ Replacement locks on the plant up to £500 per claim.
- ✓ Damage to security devices fitted to plant caused by theft or attempted theft.
- ✓ If the plant you hire is damaged we will pay the continuing hire charges up to £25,000.
- ✓ If the plant you hire is damaged due to your misuse we will pay up to £5,000 for any one item of plant or £25,000 for any one claim.
- ✓ Your costs of recovering the plant you hire if it's accidentally immobilised.

## Exclusions and special conditions

### What's not covered

- x Damage caused by wear and tear.
- x Damage to plant that you hire out.
- x Damage to plant you own.
- x Damage caused by mechanical breakdown.
- x Theft or attempted theft of the plant you hire from an unattended vehicle between 9pm and 6am unless the vehicle is in a securely locked building.
- x Damage caused to plant you hire when away from the contract site unless it is at your premises, in transit or stored in a locked building or compound.
- x Damage caused by theft or attempted theft overnight from any contract site unless kept in a securely locked building or purpose built immobile security container.

### Key conditions you have to meet

- You must pay the excess shown in your schedule.

## Optional cover

### Contract Works

#### What's covered

This covers you to repair or redo your work in progress at a customer's premises or site if it's damaged by things like fire, storm or theft. This can include the cost of the labour, materials and tools to get the work back to the stage it was at before it was damaged.

Cover is anywhere in the United Kingdom, the Channel Islands and the Isle of Man.

#### We also cover

- ✓ Additional costs you incur in reducing any damage.
- ✓ Damage to materials supplied by your customer that are your responsibility.
- ✓ Damage to deeds, plans, drawings, specification, files or other contract documents.
- ✓ Professional fees you have to pay following damage to work in progress.
- ✓ Show house contents up to £10,000.
- ✓ Overtime and other costs if you have to repair or redo the damaged works.
- ✓ Damage to work in progress during any maintenance period specified in the contract or up to 12 months.
- ✓ Temporary accommodation for prospective buyers following damage to the work in progress.

#### Exclusions and special conditions

##### What's not covered

- ✗ Damage due to defective workmanship, faulty materials or errors in designs, plans or specifications.
- ✗ Damage due to wear and tear, damp, rust or corrosion.
- ✗ Damage to any item of work in progress caused by its own mechanical breakdown.
- ✗ Damage to any work in progress as a result of normal upkeep or making good.
- ✗ Damage to any tools or business equipment.
- ✗ Damage to any plant you own or plant you hire in.
- ✗ Damage for which You are not responsible under the terms and conditions of any contract.
- ✗ Damage to any existing property, other than materials, at the start of the work (including parts that are being altered or repaired).
- ✗ Damage caused by the owner, or occupier of any part of the finished works.
- ✗ Damage caused to work in progress once the certificate of completion has been issued or where the responsibility has been handed over to someone else.
- ✗ Damages or penalties for a delay in the completion of the work.

##### Key conditions you have to meet

- You must pay the excess shown in your schedule.

## Optional cover

### Commercial Legal Expenses

#### What's covered

This covers your legal costs and expenses for various legal incidents.

If you make a claim under this part of your policy it will be handled by DAS Legal Expenses Insurance Company Limited (DAS).



We'll cover you in the UK, the Channel Islands and the Isle of Man, except for legal defence and personal injury disputes where your cover extends to the EU and other European countries specified in your *policy booklet*.

- ✓ It covers your legal costs for:
  - ✓ employment disputes and compensation awards.
  - ✓ legal defence.
  - ✓ statutory licence appeal.
  - ✓ contract disputes.
  - ✓ tenancy disputes.
  - ✓ debt recovery.
  - ✓ property protection.
  - ✓ personal injury.
  - ✓ tax protection.
- ✓ It covers up to £250,000 for each claim, with no limit to the amount of claims you can make. The limit for compensation awards is £1,000,000.

## Exclusions and key conditions

### What's not covered

- ✗ Civil claims which DAS decide have less than 51% chance of succeeding.
- ✗ Any expenses before DAS accept your claim in writing.
- ✗ If you decide not to use the services of one of DAS's preferred law firms or tax consultancies, you'll have to pay any costs that fall outside the DAS Standard Terms of Appointment. This is currently £100 per hour.
- ✗ Fines and compensation you're ordered to pay, other than compensation under employment disputes and legal defence.
- ✗ Any contract dispute or debt recovery for less than £500.
- ✗ For any contract dispute over £5,000 you must pay an excess of £500.
- ✗ Claims about the sale, purchase, terms of a lease, licence, or tenancy of land or buildings.
- ✗ Any employment disputes, contract disputes and debt recovery which start within the first 90 days of the beginning of cover under this section (unless you continuously had the same cover in place before).
- ✗ Claims relating to redundancy starting in the first 180 days of cover under this section (unless you continuously had the same cover in place before).
- ✗ Claims relating to motor offence prosecutions.
- ✗ Any illness or injury that develops gradually.

### Key conditions you have to meet

- You must tell DAS about any claims within 180 days of the date you became aware of the incident.
- DAS must agree to the legal action before it's taken.
- You must tell DAS if anyone offers to settle a claim. You can't negotiate or agree to any settlement without DAS agreeing in writing.

## Optional cover Personal Accident

### What's covered

This covers compensation if anyone in your business, between the ages 16-75, is unable to work because they've been injured in an accident, either at work or outside work.

We will pay up to £500 each week if someone in your business is temporarily unable to work, for 104 weeks or until they recover. Or a lump-sum up to £50,000 following:

- ✓ **Death.**
- ✓ **Loss of limbs.**
- ✓ **Loss of sight.**
- ✓ **Permanent disablement.**

We'll pay medical expenses of £1,000 per person for each claim.

## Exclusions and key claim requirements

### What's not covered

Injuries resulting from:

- ✗ Flying, other than as a passenger on a commercial airline.
- ✗ Winter sports and other hazardous activities.
- ✗ Illness or disease.
- ✗ A fight you started, deliberately exposing yourself to danger, self-injury or suicide.
- ✗ Being under the Influence of alcohol or non-prescribed drugs.
- ✗ Pre-existing medical conditions.
- ✗ Failure to obtain or follow medical advice.
- ✗ Travel to areas where the Foreign & Commonwealth Office (FCO) has advised against 'all travel'.

### Key claim requirements

- The excess shown in the Schedule.
- The temporary benefit will not be more than the injured person's normal weekly net earnings.
- We will not pay more than £50,000 for any one accident.
- We will not pay any claim for permanent disablement until 104 weeks from the injury.
- If we have paid a claim for temporary benefit we will deduct this from any related lump sum payment.
- The injured person must seek medical advice and have regular medical examinations we request.
- All certificates, information and evidence must be provided at your expense.

## General policy information

This is a summary of the general policy information, which applies to the policy as a whole. For full details, please read your policy booklet.

### What's not covered?

There are some circumstances that are not covered, for example offshore work, work with or exposure to asbestos and computer viruses.

### Conditions that you have to meet

There are some conditions that you must comply with, for example:

- You must make a fair presentation of the risk when you take out and renew your policy and you must tell us about any changes throughout the year.
- **Reasonable precautions** – you must take measures to help prevent claims and keep the property in a good state of repair.
- **Cancellation** – you or we may cancel the policy at any time.

Correspondence Address: Direct Line Insurance, The Wharf, Neville Street, Leeds, LS1 4AZ. Direct Line insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number 202810. Calls may be recorded.

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## Claims conditions that you have to meet

There are some conditions that you must comply with, for example:

- **Conditions precedent** – certain conditions must be complied with in order for us to pay a claim.
- **Action by you** - this sets out what you need to do in the event of a claim for example, you must immediately notify the police if there is a theft or attempted theft at your property
- **Fraudulent claims** – if we determine a claim to be fraudulent we may not pay the claim and your policy may be invalidated.

## How to pay

You can pay your premium in full once a year by credit or debit card. If you're eligible, you can pay by monthly instalments on a date you choose.

## Contact us

You can message us on WhatsApp on 07723576917.

Our human agents are available: 8am-7pm Mon-Fri, 9am-5pm Sat, 9am-2pm Sun.

## How to cancel

If you want to cancel, call us on 0345 303 1756.

As long as you haven't made a claim:

- If you cancel within 14 days of the policy start date you get a full refund.
- If you cancel after 14 days of the policy start date you get a refund for the remaining cover. We'll also charge you an admin fee of £25, plus Insurance Premium Tax.

## How to claim

The easiest way to tell us about your claim is to visit our website

<http://www.directlineforbusiness.co.uk/claims> or to scan the QR code at any time, alternatively call us on **0345 303 1753** (Mon-Fri - 8am – 6pm).



If you need to claim for Legal Expenses, call 0345 878 5024.

## How to complain

If you want to complain about the way we've handled your claim, please get in touch with your claims handler.

To complain about anything else, call us on 0800 051 0538 or 01239 636 082. Or you can write to our customer relations team at Direct Line for Business, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

## Taking things further

If you're not happy with the way we've dealt with a complaint, you can refer it to the Financial Ombudsman Service:

- [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)
- 0800 023 4567 or 0300 123 9123
- Exchange Tower, London E14 9SR

## Who regulates us?

Direct Line policies are underwritten by U K Insurance Limited. We are an insurance undertaking, authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 202810.

## How you're protected

U K insurance Limited are a member of the Financial Services Compensation Scheme. This scheme protects people when insurers can't meet their responsibilities to their policyholders. If that were to happen to us, you might get compensation.

If you want to know more about how your insurance policy is protected, ask us and we'll be happy to help. Or visit the Financial Services Compensation Scheme online at [fscs.org.uk](https://www.fscs.org.uk).

If you ask us to, we'll be happy to send you any of our brochures, letters or statements in Braille, large print or audio.