

keyfacts®

Tradespeople Insurance

Tools and Liability Insurance

Summary of Cover for Retail Customers

Please read this document carefully.

This is a summary of the cover provided by Brit Insurance's Tradespeople Insurance policy. It contains references to the key features and benefits of the policy, as well as references to significant or unusual exclusions and limitations. It does not contain the full policy definitions, terms, exclusions and conditions and it is important that you read these fully before making any decision about your business insurance. These can be found in the policy document, a copy of which is available from your insurance broker.

Aims of the policy

This policy is intended to provide you with protection against some of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this policy and that you receive adequate financial compensation following an insured event taking place.

Your commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The policy is issued for a 12 month period unless you request otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

Our obligations

We undertake to provide cover to you according to the terms of the policy schedule and the accompanying policy document. Please make careful note of the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this policy is subject to specific limits and excesses. Please refer to your broker for full details.

Brit Insurance Limited

55 Bishopsgate

London

EC2N 3AS

T: 020 7984 8500

F: 020 7984 8501

www.britinsurance.com

Registered in England and Wales number 2763688

at 55 Bishopsgate, London EC2N 3AS

Authorised and regulated by the Financial Services Authority

Member of the Association of British Insurers

A subsidiary of Brit Insurance Holdings PLC

Section 1 | Tools and Trade Materials

The Cover

Physical loss, destruction or damage to portable tools, including plant and equipment, and trade materials.

The Excess

The amount specified in the Schedule

In respect of loss or damage due to theft or attempted theft from an unattended vehicle, the Insurers shall not be liable for the first 25%, unless the Excess shown in the Schedule is greater

Extensions

Continuing hire charges

Conditions

Unattended vehicles and buildings will be secured with all protections in place

No vehicle is left loaded overnight and unattended; unless in a locked building, a continuously supervised public garage or vehicle compound with locked gates

Exclusions

Property in the open, where damage arises as a result of wind, rain, hail, sleet, snow, flood or dust

Property in operation or undergoing maintenance, repair, restoration or testing

Computer Records

Money

Inherent vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials

Defective workmanship, operational error or omission

Corrosion, rust, rot, pests, vermin or insects

Change in temperature or climatic conditions

Mechanical or electrical breakdown

Fraud or dishonesty employees

Unexplained disappearance or shortage

Fitting, testing, servicing, repair, renovation or adjustment

Theft or attempted theft of unattended portable tools, plant and/or equipment; unless:

- Overnight they are in a locked and secured building or vehicle (contained in a locked and secured building, garage or compound overnight)
- Between 0600 hours and 2100 hours they are in a locked and secured building or vehicle

Section 2 | Employers' Liability

The Cover

Legal liability for damages and claimants' costs in respect of any person employed arising out of and in the course of their employment, as well as legal costs incurred with the written consent of Brit Insurance.

Extensions

Cover under this Section includes Unsatisfied Court Judgements,

Exclusions

Liability arising from road traffic legislation

Offshore work

Section 3 | Public Liability

The Cover

Legal liability for damages and costs in respect of accidental injury to persons, accidental damage to property or accidental nuisance occurring in connection with the business of the insured and associated legal costs.

Extensions

Cross liabilities – if the insured comprises more than one party all shall be indemnified

Contingent motor liability

Overseas personal liability

Legal liability for damages, costs and expenses arising from Section 13 of the Data Protection Act

Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972

Wrongful arrest

Exclusions

Injury to employees

Products (other than food or drink for consumption on the premises)

Any loss resulting from pollution or contamination

Any loss resulting from the use of vehicles

Any loss resulting from the use of any vessel or craft

Property in the care, custody or control of the insured

Contract works property in the insured's care, custody or control JCT Clause 21.2.1

Offshore work

War and cyber liabilities

Recall, removal or repair as a result of defective workmanship

Offshore work

War and cyber liabilities

Recall, removal or repair as a result of defective workmanship

Loss of or damage to underground services unless the precautions as noted in the policy are adhered to

Use of heat away from the insured premises is excluded unless the precautions as noted in the policy are adhered to

Use of asphalt, bitumen or tar heaters unless the precautions as noted in the policy are adhered to

Section 4 | Products Liability

The Cover

Legal liability for damages and claimants' costs and expenses in respect of accidental injury or accidental damage to property caused by any product and associated legal costs.

Extensions

Defence of proceedings brought in respect of the Consumer Protection Act and the Food Safety Act arising out of the business

Cross liabilities

Exclusions

Loss due to product recall, removal, repair, alteration, reconditioning, replacement or reinstatement

Loss arising from any product or component thereof which is used in any craft designed to travel thorough the air or space or in the safety or navigation equipment of marine craft

Pollution or contamination

Contractual liability

Food and drink consumed on the premises

North American exports

War

Sections 2, 3 and 4

Additional Extensions to Sections 2, 3 and 4

Health and Safety at Work legal defence costs

Compensation for Court attendance

Additional Extensions to Sections 3 and 4

Sudden and accidental pollution and contamination within the territorial limits and in connection with the business

Additional Exclusions to Sections 3 and 4

Any loss arising from advice, design or specification for a fee

Any loss resulting from breach of employment contract, defamation, discrimination etc

Additional Conditions to Sections 2, 3 and 4

Any excess must be paid

Discharge of liability

All bona fide sub-contractors must maintain employers and public liability insurance

Additional Exclusions to Sections 2, 3 and 4

Any loss as a result of radioactive contamination

Punitive and exemplary damages

Fines, liquidated damages and penalty clauses

Defamation

Excess(es)

North American companies

Any loss resulting from pollution in the USA or Canada

Hazardous work

Section 5 | Terrorism

The Cover

Damage caused by Acts of Terrorism, certified as such by Her Majesty's Government or Her Majesty's Treasury. Property is the same as that detailed under Section 1 Tools and Trade Materials.

Conditions

No adjustment of premiums based on end-of-year declarations

Cover only applies for premises in England, Wales or Scotland

Exclusions

Chemical, biological or radioactive contamination (in respect of private dwellings only)

Riot, civil commotion, war, invasion, acts of foreign enemies
Claims arising from marine, aviation transit and motor policies
Electrical, digital or cyber risks

General Policy Conditions and Exclusions

General Policy Conditions

Alteration to the risk must be advised and accepted by Brit Insurance

The insured shall take all necessary precautions and reasonable care to avoid a loss

Compliance with obligations regarding the notification of any incident which may give rise to a claim

Cooperation with Brit Insurance in the event of a claim In the event of an incident the insured should take all practical steps to minimise any loss

Arbitration shall apply in the event of a dispute regarding a claim

In the event of fraud by the insured all cover shall be void

For full details of all conditions please refer to the policy document.

General Policy Exclusions

Loss resulting from civil commotion or actions by any unlawful associations in Northern Ireland

Loss resulting from radioactive contamination, war, sonic boom and confiscation

Loss resulting from pollution or contamination

Loss resulting from terrorism

For full details of all exclusions please refer to the policy document.

Important Information about your Policy

Cooling Off Period

If you have not received a copy of your full terms and conditions when you purchase your insurance policy from us, you may cancel your policy within 14 days from the date that they are received without penalty.

Claims

In the event of a claim you should call **your insurance broker** in the first instance.

You can also call the **Brit claims line** on: **0800 587 6713**

Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact **your broker or agent from whom you bought your policy of insurance**.

In the unlikely event you remain dissatisfied, please contact:

Customer Relations

Brit Insurance Limited
55 Bishopsgate
London EC2N 3AS

Telephone: **020 7098 6970 / 6974**

Fax: **020 7984 8473**

E-mail: **customer.relations@britinsurance.com**

Or via the Customer Relations section of **www.britinsurance.com**

In the event you wish to pursue matters further you may be able to refer your complaint to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small organisations with an annual turnover of less than £1 million.

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London E14 9SR

Helpline: **0845 080 1800**

Switchboard: **020 7964 1000**

Website: **www.financial-ombudsman.org.uk**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS by contacting:

Financial Services Compensation Scheme

7th Floor Lloyds Chambers
Portsoken Street
London E1 8BN

Telephone: **020 7892 7300**

Fax: **020 7892 7301**

E-mail: **enquiries@fscs.org.uk**

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A subsidiary of Brit Insurance Holdings PLC

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