



# Summary of Policy Cover

## Insurance Policy for Tradespeople

This summary of cover outlines the main features, benefits and limitations of the different sections of cover available under your Markel policy. You may have decided to purchase all of the sections of cover available or just some of them.

Your own policy document will identify which sections of cover you have purchased and will detail the limits, excess, terms, conditions and exclusions which apply. **You should refer to your own policy document for full details of the cover you have purchased.**

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# Public (including Products) Liability

Pays your legal defence costs and damages you are legally liable to pay to other parties for injury or damage caused by your business activities or products. Cover is provided for all claims occurring during the Period of Insurance.

Claims must be brought within UK courts and a policy excess of £250 applies to each claim which involves loss or damage to someone else's property.

## Cover includes:-

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act or Consumer Protection and Food Safety Act
- Indemnity to principals for whom you are performing work
- Damage to hired or rented premises (but not liability assumed under a tenancy agreement)
- Liability arising under the Defective Premises Act or Data Protection Act
- Personal liability arising from (non-manual) visits outside the UK

## Cover excludes:-

- Fines, penalties and liquidated damages
- Loss, damage or destruction of electronic data
- Injury to you or your employees
- Loss or damage to property belonging to you, or in your care, custody or control
- Liability arising from your professional services
- Pollution other than when arising from a sudden, identifiable and unexpected incident outside of the USA and/or Canada
- Asbestos (materials and products) and products knowingly used in aerial devices, the petrochemical industry or which are exported to the USA
- Contractual agreements making you responsible for losses that would not exist in the absence of the agreement
- Loss arising from unauthorized acts resulting in disruption or failure of any computer equipment (cyber incidents)

## Employers Liability

Pays your legal defence costs and compensation you are legally liable to pay to employees who have suffered an injury whilst working for you. This cover is mandatory for all employers (including limited liability companies with more than one director). Cover is provided for all claims occurring during the Period of Insurance.

Claims must be brought within UK courts.

### Cover includes:-

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act

### Cover excludes:-

- Fines and penalties
- Any bodily injury occurring offshore

# Tools

Pays the costs of repairing or replacing your tools or business equipment following accidental loss, destruction or damage (including, fire, flood, explosion, storm, theft, etc.). Cover is provided for all claims occurring during the Period of Insurance.

The most we will pay for any one item is £5,000. We consider pairs and sets of equipment or tools to be one item.

A policy excess of £250 applies to each claim.

## Cover includes:-

- Theft from vehicles overnight if stated as operative in your policy schedule.

## Cover excludes:-

- Wear and tear
- Defective workmanship and operational error
- Theft where entry or exit from the building has not been caused by forcible or violent means
- Electrical or mechanical breakdown

## Specific requirements:-

- We must be informed when any building or any part of a building is to become unoccupied
- You must comply with all statutory regulations with regard to the examination of vessels, machinery or apparatus
- The following security protections (and/or any subsequent protections installed or fitted at our request) are in full and proper use at all times when the premises are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance.
  - all external doors (and any internal doors leading to any part of the Buildings not in Your sole occupation) to be secured with either
    - if an aluminium door: a cylinder mortice deadlock, or
    - if an armoured plate door: the door manufacturer's locks as supplied, or
    - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
    - if any other type of single leaf door
      - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
      - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
  - if double leaf doors:
    - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
    - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
  - if a designated fire door: either
    - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
    - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.

- all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.

# Occupational Personal Accident

Pays a cash lump or weekly benefits when you are unable to work as a result of an injury sustained at work (or whilst travelling to or from work). Cover is provided for all claims occurring during the Period of Insurance.

With regard to claims that involve temporary total disablement (from carrying out your usual occupation), a deferment period of 14 days applies to each claim before any benefit shall be payable.

## Cover includes:-

- Benefits payable in respect of death, loss of limbs, loss of sight, speech or hearing or permanent total disablement and temporary total disablement (up to 104 weeks)

## Cover excludes:-

- Suicide, self-injury, drug use, pregnancy and childbirth, pre-existing conditions and wilful acts
- Persons under the age of 16 or over the age of 75
- Sickness or disease

## Own Plant

Pays the costs of repairing or replacing your own constructional plant or equipment with a value of £5,000 or greater following accidental loss, destruction or damage at your contract site. Cover is provided for all claims occurring during the Period of Insurance.

A policy excess of £250 applies to each claim.

### Cover includes:-

- Costs of recovery of unintentionally immobilised plant or equipment

### Cover excludes:-

- Wear and tear
- Damage which would ordinarily be covered by Road Traffic Legislation or a 'motor' insurance policy.

## Hired in Plant

Pays the costs of repairing, restoring or replacing hired in plant following accidental loss, destruction or damage if you are contractually responsible for the damage.

A policy excess of £250 applies to each claim.

### Cover includes:-

- Costs of recovery of unintentionally immobilised hired in plant
- The interest is noted of lenders and suppliers

### Cover excludes:-

- Wear and tear
- Damage which would ordinarily be covered by Road Traffic Legislation or a 'motor' insurance policy.



## Contract Works

Pays the costs of repairing, restoring or replacing your temporary or permanent works following destruction or damage before the completion date. Cover is provided for all claims occurring during the Period of Insurance.

The most we will pay is the sum insured which is shown in the schedule of your policy.

A policy excess of £250 applies to each claim.

### Cover includes:-

- The interest is noted of lenders and suppliers
- The costs of removing debris, dismantling or demolition, shoring up or propping up following damage
- Professional fees

### Cover excludes:-

- The use of heat
- Wear and tear
- Contracts undertaken outside of the United Kingdom

### Specific requirements:-

- A complete record of money in transit and on the premises must be retained separately away from where the money is kept
- Out of working hours any safe or strongroom key and or combination code must be kept away from the premises (or away from that portion of the premises where the safe or strongroom is located, if also a residence)
- Any transit of money in excess of £2,500 must be escorted by at least two responsible able-bodied adults

## Transit

Pays the costs of repairing or replacing your goods following accidental loss, destruction or damage whilst in transit. Cover is provided for all claims occurring during the Period of Insurance.

The most we will pay in the period of insurance is £2,000. A policy excess of £250 applies to all claims

### Cover includes:-

- The cost of your goods or repairing, restoring or replacing them

### Cover excludes:-

- Wear and tear
- Mechanical and electrical breakdown
- Defective packaging

# Professional Indemnity

Pays your legal defence costs and damages you are legally liable to pay to other parties for providing incorrect professional services, advice or designs. Cover is provided for all claims that are made during the Period of Insurance.

Claims must be brought within UK courts and a policy excess applies to each claim.

## Cover includes:-

- Negligence, breach of confidentiality or privacy, unintentional infringement of intellectual property, libel, slander or defamation or any other actual or alleged act, error or omission that results in a civil liability
- Loss of documents
- Court attendance expenses

## Cover excludes:-

- Fines, penalties and liquidated damages
- Previous claims (and known circumstances) and claims arising from work carried out before insurance was first arranged
- Pollution, products and asbestos
- Infringement of patents, misappropriation of trade secrets or deliberate breaches of confidentiality or intellectual property rights
- Trading losses, directorship responsibilities, commercial and contract disputes
- Loss arising from a cyber incident or transmission of a computer virus

## Specific requirement:-

- All equipment used for the purposes of carrying out your professional services must be calibrated and maintained in accordance with manufacturers recommendations

## Legal Defence Costs

Pays your legal and representation costs together with any award you are required to pay following criminal proceedings for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. We will also pay you if any of these acts are re-enacted or amended. Cover is provided for all claims that are made during the Period of Insurance.

### Cover includes:-

- Breaches of Part II of the Consumer Protection Act 1987
- Breaches of Part II of the Food Safety Act 1990

### Cover excludes:-

- Fines and penalties

# General Information and How to Make a Claim

## Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

## How to make a claim

If you want to make a claim under this policy, contact us by

- writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
- phoning our claims team on 0345 355 2227, or
- email our claims team – [claimsuk@markelintl.com](mailto:claimsuk@markelintl.com)

quoting your policy number and the name of this policyholder shown in the policy schedule.

**You must comply with the claims conditions.** These can be found under 'claims conditions that apply to this policy as a whole'.

If you fail to comply with these conditions we may not pay your claim or any payment could be reduced.

## Telephone Helplines

We provide the following telephone helplines for the undernoted sections of cover:-

- **Legal helpline** – all sections of cover
- **Public relations helpline** – Professional Indemnity

## How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should contact us.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by either writing to:

Markel (UK) Limited  
Verity House  
6 Canal Wharf  
Leeds  
LS11 5AS

or to:

Markel International Insurance Company Ltd  
20 Fenchurch Street  
London  
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>

## The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on their web-site.

The contact details for the FOS are:

The Financial Ombudsman Service

Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or  
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on  
mobile tariffs in the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

In certain situations you will not be able to refer your complaint to the Financial Ombudsman Service.

If you are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and you employ more than 10 employees, you are not eligible to refer your complaint to the Financial Ombudsman Service. If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

### Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

- compulsory insurance, such as employer's liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100