

Policy Summary

Trades

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 Trades 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 document carefully when you receive it.

Insurance Provider

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

5th Floor,
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

Certain other sections within your policy may be covered by another named insurer.

Sections of Cover, Features and Exceptions

Your policy can include the following covers, features and exceptions, which are detailed in your policy documentation. Excesses apply to some claims; the amount will vary depending on the section of the policy applicable and the claim being made. Specified limits apply to some of the benefits provided, refer to the policy for full details.

Type of Insurance

This policy provides a comprehensive range of covers tailored for tradespeople and small contracting businesses with up to 10 employees. The policy operates with some core covers plus optional additional sections.

Policy Term and Premium Payment

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

Your insurance agent will tell you how you can pay the premium.

Where you can be covered

The policy is available to tradespeople and small contracting businesses with up to 10 employees in the UK, Channel Islands and Isle of Man. Geographical area of cover varies between policy sections. Limited information is provided below but you should check the policy for full details.

Legal Liabilities Section

Public Liability – Core Cover

Cover, Features and Benefits

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

Cover includes:

- 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

Significant Exceptions and Limitations - Please refer to your policy document

- Loss or damage to property in your custody or control
- 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 design, formula or advice provided by you for a fee or where a fee would normally be charged is excluded
- Fines penalties or punitive damages
- The amount of any excess applicable
- 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 application 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
- Cover for acts of terrorism is limited to £2,000,000 any one event
- 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

Products Liability – Core Cover

Cover, Features and Benefits

Protection against your legal liability for injury to third parties and damage to their property arising out of goods that you have sold supplied repaired tested or delivered

Cover:

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

Significant 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 design, formula or 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

Employers' Liability

Protection against your legal liability 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:

- 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 extension

- Working partners can be included under the cover

Significant Exceptions and Limitations - Please refer to your policy document

- Cover for acts of terrorism is limited to £5,000,000 any one event
- 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 Acts legislation

Legal Expenses

Insured by DAS Legal Expenses Insurance Company Limited (DAS)

Cover, Features and Benefits

Cover up to £500,000 for your legal costs and expenses for the following:

- Defence of employment disputes and payment of compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance)
- Legal defence for
 - Criminal pre-proceedings
 - Criminal prosecutions
 - Data protection
 - Wrongful arrest
 - Statutory notice appeals
 - Jury service/court attendance
 - Disciplinary hearings
- Statutory licence appeal
- Contract disputes (minimum amount in dispute £200 inc VAT)
- Debt recovery (minimum amount in dispute £200 inc VAT)
- Property protection
- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)
- Employment restrictive covenants
- Social media defamation
- Corporate identity theft

Cover under the Legal Expenses section also includes access to

- Business helplines – legal advice, tax advice, counselling, identity theft
- Online employment manual: guidance on employment law
- DASbusinesslaw: online law guide and template documents for download

Please refer to the Legal Expenses Section of your policy for details. DAS will appoint a preferred lawyer or other professional for you. Unless DAS are liable for a compensation award under the policy, you may choose your own lawyer when legal proceedings start or if there is a conflict of interest.

Significant Exceptions and Limitations - Please refer to your policy document

- Claims which do not arise directly in connection with the insured business
- Any claim reported to DAS more than 180 days after the date you should have known about the insured incident
- Civil cases (except crisis containment, social media defamation and corporate identity theft) where the lawyer DAS appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without DAS' expressed acceptance
- Legal problems that started before the date your cover begins
- Costs and compensation awards which exceed the policy limits
- Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under employment disputes and compensation awards and legal defence
- The VAT element of any costs if you are registered for VAT
- If DAS agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time)
- Other exceptions apply, including specific exceptions per element of cover – please refer to your policy document

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 to 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 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

General Exceptions - Applicable to all sections unless stated otherwise - refer to your policy document

- Nuclear Risks
- War, Government Action
- Terrorism (not applicable to Legal Liabilities Section)
- Pollution and Contamination
- Date Recognition (not applicable to Employers' Liability sub-section)
- Sonic Bangs
- Computer Virus and Hacking
- Epidemic/Pandemic Disease

Your obligations - Please refer to your policy document

You must

- Make a fair presentation to us of the risk at the start, renewal and variation of the policy
- Tell us if there are changes to the risk
- Maintain your premises, machinery, plant, equipment and furnishings in good condition
- Take all reasonable steps to avoid injury, damage or any other claim
- Comply with the terms and conditions of the policy generally, and in each applicable section
- Cooperate with the insurers in the event of a claim
- Pay the premium

Cancellation

You may cancel your policy

- a. within 14 days of receiving your policy documents for the first Period of Insurance if the policy does not meet your requirements
- b. if you sell the business or sell all of the property insured, or you cease trading

We will return part of the premium proportionate to the unexpired period of insurance, provided that no claims have been paid or are outstanding during the current period of insurance. If you wish to terminate the cover at any other time please contact your insurance agent; any return premium will be at the discretion of Arch Insurance (UK) Limited.

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.

How to Make a Claim

To report or make a claim, follow the instructions provided in the Conditions Precedent – Claims Procedure.

To make a Legal Expenses claim

Call DAS on 0370 755 3111, available 24 hours a day, 7 days a week. Have your DAS policy number TS5/6375620 ready and you'll be asked about your claim.

Please do not ask for help from a lawyer or anyone else before DAS have agreed that you should.

All other Claims

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

How to Complain

If you have any query arising from your policy please contact your insurance agent who arranged the policy for you quoting the policy number in all cases

If you have a complaint (unless relating to the Legal Expenses section) please write to the Complaints Manager, Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ
complaints@archinsurance.co.uk

For complaints relating to the Legal Expenses Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

E-mail: customerrelations@das.co.uk

Phone: 0344 893 9013

Online: Complete a complaint form at www.das.co.uk/about-das/complaints

If we have not resolved your complaint within eight weeks or if you are not satisfied with our response, you may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving our final response letter. Contact details for the Financial Ombudsman Service are:

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 action

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, 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.

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