

Trades and Professions

Summary of cover



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance Company Ltd Trades and Professions policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document.

Type of insurance and cover

This policy is designed for trades people, skilled workers and professionals. Public and products liability cover is insured as standard with a number of optional covers to tailor the product to suit the needs of the trade or profession.

Businesses must be based in the UK, Channel Islands or the Isle of Man.

The duration of this non-investment insurance contract is 12 months.

Public and products liability

Provides insurance protection for any legal liability arising out of accidental bodily injury to third parties or for accidental damage to their property.

Extension/cover	Standard wordings/limits
Cover limit	Variable limits up to £10,000,000
Public liability cover for manual work anywhere within GB, NI, the IOM and Channel Islands and in addition for temporary visits in any member state of the EU, EEA or Switzerland	Included
Public liability cover for non-manual work carried out during temporary visits anywhere in the world	Included
Products liability cover for anywhere in the world in respect of products supplied in or from GB, NI, the Channel Islands or IOM	Included
Contingent motor liability (non-owned vehicles)	Included
Court attendance costs	Directors/business partners £750, employees £250
Criminal defence costs - Health and Safety at Work acts	Included up to limit of indemnity
Criminal defence costs - Corporate Manslaughter and Corporate Homicide Act 2007	£2,000,000 or the limit in the schedule in any one period of insurance whichever is the lesser
Criminal defence costs - Part II of Consumer Protection Act 1987 and Food Safety Act 1990	£25,000 each act
Data protection legislation	£1,000,000
Defective Premises Act 1972	Included
Environmental clean-up costs	£1,000,000
Indemnity to directors and employees	Included
Indemnity to principal	Included
Joint liabilities	Included
Libel and slander	£250,000
Personal liability	Included
Treatment risk	Included

Public liability

Significant exclusions

- Manual work undertaken outside the European Union, the European Economic Area or Switzerland
- Property being worked upon
- Liability arising from the ownership, possession or use by you, or on your behalf, of any mechanically propelled motor vehicle or mobile plant which is licensed for road use, for which compulsory motor insurance is required
- Products no longer in your control or custody
- Property belonging to you or borrowed, rented, leased or hired to you
- Vessels and craft

Products liability

Significant exclusions

- Programming or loss of information
- Exports to the USA or Canada
- Replacing, rectifying, recalling, removing or guaranteeing the performance of any products
- Aircraft products

Public and products liability

Significant exclusions

- Asbestos
- Hazardous works excludes (but is not limited to) working at height >15 metres or at depth <2 metres, piling, underpinning, airside, dockside or railways
- Cyber
- Exposure to ultraviolet radiation
- Treatment risk excludes liability for bodily injury arising from treatments provided by an untrained person
- Dispensing of medicines or drugs
- Pollution or contamination
- Professional advice
- Contractual liability
- Foreign operations
- Liquidated or punitive damages or fines
- Excess £250 for third party property damage

Special provisions

- Discharge of liability
- Limit of indemnity
- Limit of indemnity – terrorism – £5,000,000 or the limit in the schedule whichever is the lesser

Special conditions

- **Underground services condition**
This condition requires that prior to commencing any excavation, digging or earth moving, all reasonable measures should be taken to identify the location of underground pipes, mains, cables and other services.
- **Use of heat condition**
This condition details the precautions to be taken on each occasion of the use of or application of heat
- **Bona-fide subcontractor condition**
This condition requires that checks are made to ensure any bona-fide subcontractor has appropriate public liability insurance in place appropriate to the work carried out

Employers' liability (if selected)

Covers the cost of compensating employees who are injured at or become ill through work.

Extension/cover	Standard wordings/limits
Cover limit	£10,000,000
Cover for manual work anywhere within GB, NI, the IOM and Channel Islands and in addition for temporary visits in any member state of the EU, EEA or Switzerland	Included
Cover for non-manual work carried out during temporary visits anywhere in the world	Included
Court attendance costs	Directors/business partners £750, employees £250
Criminal defence costs - Health and Safety at Work acts	Included up to limit of indemnity
Criminal defence costs - Corporate Manslaughter and Corporate Homicide Act 2007	£5,000,000
Indemnity to principal	Included
Indemnity to directors and employees	Included
Unsatisfied court judgments	Included

Significant exclusions

- Motor
- Work offshore

Special provision

- Limit of indemnity – terrorism – £5,000,000

Special condition

- Compulsory insurance

Contractors' 'all risks' – Contract works (if selected)

Provides cover for damage to permanent and temporary works undertaken as part of a contract.

Extension/cover	Standard wordings/limits
Speculative development including show properties	Included
Plans	1% of the contract works limit or £50,000 whichever is the greater in respect of costs to rewrite or redraw documents and business books following damage
Public authorities	Included up to limit of liability for contract works
Expediting expenses	Includes reasonable costs and expenses incurred in making temporary or permanent repair following damage to contract works - maximum any one occurrence is 50% of the cost of repair had such costs not been incurred or £50,000 whichever is lesser
Indemnity to principal	Included
Subcontractors waiver	We will not pursue our rights of subrogation against subcontractors directly engaged by you
Offsite storage	Included up to £100,000
Professional fees	Included

Significant exclusions or limitations

- Relief under contract
- Excludes breakdown
- Excludes contracts in excess of limit of liability
- Excludes damage to existing structures
- Occupation of the works
- Limited defective condition (DE3)
- Excludes theft of unfixed non-ferrous metals
- Excludes the cost of normal upkeep or making good
- Excludes damage solely attributable to a change in the water table level
- Excess £250 as standard

Special provisions

- Automatic increase in sum insured
- Limit of indemnity

Contractors' 'all risks' – Owned plant (if selected)

Extension/cover

Damage to owned plant while at any situation within the territorial limits and while in transit other than by sea or air between such situations

Standard wordings/limits

Included up to sum insured stated in the schedule

Significant exclusions or limitations

- Attachments
- Breakdown
- Materials treated
- Excess £250 as standard

Special provisions

- **Limit of indemnity**
The most we will pay for any one item of owned plant is the market value of the item

Contractors' 'all risks' – Hired-in plant (if selected)

Extension/cover

Compensation for damage to hired-in plant while in your custody or under your control at any situation within the territorial limits

Continuing hiring charges

Standard wordings/limits

Included up to sum insured stated in the schedule

Included up to sum insured stated in the schedule

Significant exclusions or limitations

- Excess £250 as standard

Special provisions

- **Limit of indemnity**
The most we will pay for hired-in plant is the sum insured stated in the schedule and the most we will pay for continuing hire charges is the limit stated in the schedule excluding first 24 hours after occurrence of damage and limited to the indemnity period stated in the schedule

Contractors' 'all risks' – Portable tools and equipment (if selected)

Extension/cover

Damage to portable tools whilst in your custody or control

Standard wordings/limits

Included up to sum insured stated in the schedule

Significant exclusions or limitations

- Excess £75 as standard

Special condition

- **Portable tools and equipment - cover while unattended**

No cover for portable tools and equipment whilst unattended unless contained in a locked vehicle or locked building or locked storage unit

Additional cover extensions applicable to Contractors' 'all risks'

The insurance provided by Contract works, Owned plant, Hired-in plant and Portable tools and equipment includes the following additional covers.

Extension/cover

Debris removal

Munitions of war

Recovery costs for Owned plant and Hired-in plant

Standard wordings/limits

10% of the limit of indemnity for Contract works or £25,000 whichever is the greater

Included

Included

Significant exclusions

- Airborne or waterborne risks
- Consequential loss
- Nuclear site risks
- Pollution
- Wear and tear
- Motor vehicles
- Multiple lifts
- Terrorism
- Wilful act
- Inventory losses or unexplained disappearance

Special provisions

- Payments on account
- Automatic reinstatement of sum insured

Special conditions

- Damage over a 72 hour period
- Hiring out
- Overload testing
- Series defects
- Stoppage of work

Personal accident (if selected)

Providing benefits for an insured person following accidental death or accidental disablement.

Extension/cover	Standard wordings/limits
Maximum annual benefit	Variable limits up to £120,000
24 hour operative cover	Included
Disappearance	Included
Exposure – unavoidable exposure to the elements	Included
Funeral costs	£5,000
Hijack or kidnap	Included
Medical costs	Includes medical expenses up to 20% of capital or permanent loss or disablement benefits or 30% of weekly benefit, whichever is greater up to a maximum of £5,000
Rehabilitation support	Includes the services of Zurich Medical Management to provide support following disablement for up to 12 months from date of disablement

Significant exclusions or limitations

- Weekly benefit payable for maximum of 104 weeks, subject to 7 day deferment period
- Maximum limit for a person under the age of 16 is £15,000
- Excludes a person insured engaging in active service in any of the armed forces of any nation
- Excludes bodily injury for a person who has attained the age of 85 years
- Excludes any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder excluding a direct result of bodily injury caused by an event
- Excludes a journey to the following countries or specific areas of countries: Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories
- Excludes a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft
- Excludes a person insured committing or attempting to commit suicide or intentionally inflicting self-injury
- Excludes war within the person insured's country of permanent residence or country of secondment

Special provisions

- **Event aggregate limitation**
Maximum payable as event aggregate limit is £5,000,000
- **Multi-engined aeroplane and other forms of aerial transport limitation**
Maximum payable for multi-engined aeroplane limit is £1,000,000.
Maximum payable for other forms of aerial transport limit is £500,000

Special conditions

- **Duplicate cover**
No duplicate payments for the same loss under Personal Accident and Business travel sections
- **Interest**
No sum payable under Personal Accident section will carry interest

Business travel (if selected)

Providing cover for overseas medical costs, personal property, money and cancellation costs incurred by an insured person when travelling for business purposes.

Extension/cover – Overseas medical costs	Standard wordings/limits
Overseas medical costs	Included for a period not exceeding 2 years from date of bodily injury or first diagnosis of illness up to a maximum of £10,000,000
Premature childbirth	Included up to maximum of £20,000 for overseas medical and repatriation expenses incurred in respect of the prematurely born child
Search and rescue costs	Included up to £50,000 per person insured, maximum £100,000 any one event
Supplementary hospital costs	£25,000
United Kingdom repatriation costs	£10,000
Extension/cover – Personal property	Standard wordings/limits
Personal property	Included up to maximum £2,500 in the event of damage to personal property, subject to single article limit £500
Delayed personal property	£500
Passport or visa indemnity	£750
Assistance services	Includes assistance in replacing lost or stolen tickets, passports and locating lost or delayed luggage
Extension/cover – Money	Standard wordings/limits
Money	Includes up to £1,500 for loss or theft of money or financial loss suffered as a result of fraudulent use of credit/debit cards
Assistance services	Assistance provided in replacing cash lost or stolen
Extension/cover – Cancellation, curtailment, rearrangement and replacement costs	Standard wordings/limits
Cancellation, curtailment, rearrangement and replacement costs	£5,000
Missed international connection and missed departure	Includes reasonable additional costs of travel, accommodation and subsistence incurred
Promotional vouchers and awards	£5,000
Replacement costs	£5,000
Travel delay	£500
Extension/cover – Kidnap	Standard wordings/limits
Consultants' costs incurred as a result of kidnap	£250,000, maximum £500,000 any one period of insurance
Extension/cover – Political and natural disaster evacuation	Standard wordings/limits
Reasonable evacuation costs	Maximum of £10,000 any one person and no more than £50,000 any one event
Reasonable accommodation costs	£150 per day for 14 days
Extension/cover – Medical assistance and security services	Standard wordings/limits
Medical assistance helpline	Included
Security assistance helpline	Included

Significant exclusions or limitations applicable to Sub-section for Overseas medical costs

- Excludes drug or alcohol abuse costs
- Excludes non-passenger air travel
- Excludes suicide or self-injury
- Excludes expenses incurred if travelling against medical advice or travel for purpose of obtaining medical treatment or medical advice
- Excludes unapproved emergency repatriation costs
- Excludes unapproved hospital treatment

Significant exclusions or limitations applicable to Sub-section for Personal property

- Excludes damage due to changes in environment, moth, vermin, mechanical or electrical failure
- Excludes loss due to confiscation or detention by customs or any other authority
- Excludes damage to vehicles, their accessories, trailers or spare parts

Significant exclusions or limitations applicable to Sub-section for Money

- Cash limitation £500 per person insured for loss of cash
- Excludes loss due to confiscation or detention by customs or any other authority
- Excludes loss arising from failure to comply with credit, debit or charge card terms and conditions
- Excludes loss from unattended vehicles
- Excludes money shortages and depreciation

Significant exclusions or limitations applicable to Sub-section for Cancellation costs

- Excludes cancellation prior to policy inception
- Excludes cancellation of an event held by you
- Excludes default of transport or accommodation provider or agent
- Excludes failure to check-in
- Excludes non passenger air travel
- Excludes pre-existing circumstances
- Excludes public authority or government regulation
- Excludes prior redundancy or termination of employment
- Excludes travelling against medical advice or for medical treatment or advice

Significant exclusions or limitations applicable to Sub-section for Kidnap

- Excludes claims by parent or guardian
- Excludes damages and legal costs
- Excludes kidnap which occurs in an excluded territory
- Excludes fraudulent, dishonest or criminal acts
- Excludes a journey in excess of 30 days
- Excludes payments to other persons
- Excludes prior cancellation or declinature of kidnap insurance

Significant exclusions or limitations applicable to Sub-section for Political and natural disaster evacuation

- Excludes breach of contract, bond or license
- Excludes foreseeable costs
- Excludes missing or invalid documentation
- Excludes property repossession
- Excludes violation of laws or regulations

Special provision applicable to Sub-section for Cancellation, curtailment, rearrangement and replacement costs

- **Event limit**
Cancellation or curtailment limit is £100,000
Maximum for any one person arising from any one event is £5,000

Significant exclusions or limitations applicable to Business travel section

- Age limitation of 65 applies
- Excludes a person insured engaging in active service in any of the armed forces of any nation
- Excludes a journey to Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories
- Excludes war within the person insured's country of permanent residence or country of secondment
- Excludes travel outside the territorial limits stated in the schedule

Special conditions applicable to Business travel section

- **Duplicate cover**
No duplicate payments for the same loss under Personal Accident and Business travel sections
- **Interest**
No sum payable under Business Travel section will carry interest

Business contents (if selected)

Providing cover for damage to business contents and business stock, if selected.

Extension/cover – overseas medical costs

Damage including debris removal costs

Standard wordings/limits

Included up to sum insured or item limit

Significant exclusions or limitations

- Excludes aircraft or watercraft
- Excludes damage caused by mechanical or electrical breakdown or derangement
- Excludes indirect loss
- Excludes damage to any motor vehicle or attached trailer
- Excludes theft/attempted theft of property contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer
- Excludes unexplained disappearance or inventory shortage
- Excludes damage to property insured away from any contract sites, unless it is being kept within a securely locked building or compound
- Excludes damage due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions, the cost of normal upkeep, cleaning or normal repairs
- Excess £250 as standard

General policy exclusions

- Communicable disease
- Date related performance and functionality
- Electronic risks
- Northern Ireland civil commotion
- Nuclear and war risks
- Terrorism

General policy conditions

- Alteration
- Arbitration
- Cancellation
- Cancellation notice
- Contractual right of renewal (tacit)
- Fair presentation of the risk
- Fraudulent claims
- Housing Grants, Construction and Regeneration Act 1996
- Legal representatives
- Payment by instalments
- Premium adjustments
- Reasonable care
- Sanctions

Legal expenses (if selected)

Provides you with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy in relation to your business activities. Underwritten by DAS.

What is insured	Standard/Optional
Employment Disputes and Compensation Awards	Standard
Legal Defence	Standard
Statutory Licence Appeals	Standard
Property Protection	Standard
Personal Injury	Standard
Tax Protection	Standard
Contract Disputes	Standard
Debt Recovery	Standard

What is not insured

- Claims which do not arise directly in connection with the insured business
- Any claim reported to us more than 180 days after the date you should have known about the insured incident
- Civil cases where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without our expressed acceptance
- Legal problems that started before the date your cover begins
- Costs and expenses and compensation awards which exceed the amount stated on the schedule for any one event, and Employment Dispute compensation awards which exceed an overall total limit of £1,000,000 in any one period of insurance
- 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 we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time).

Cover restrictions

You are not covered for:

The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest unless we are liable for a compensation award under the policy

Employment Disputes and Compensation Awards claims relating to:

- employee internal disciplinary or grievance procedures
- disputes within the first 90 days of the start of this policy
- a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this policy if the dispute arises within 180 days of the policy start date
- any claim relating to a redundancy which occurs within the first 180 days of the start of this policy
- compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
- Transfer of Undertakings Regulations or the Transfer of Employment (Pension Protection) Regulations

Legal Defence for criminal prosecutions relating to a motor vehicle

Contract Disputes or Debt Recovery claims:

- relating to a dispute arising within the first 90 days of the policy (if the agreement was entered into before the start of this policy)
- where the amount in dispute is £500 or less (incl. VAT)
- relating to a lease, license, or tenancy of land or buildings
- relating to financial products

Personal Injury claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, or clinical negligence

Tax Protection claims relating to an investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

Excess payments – you must pay:

- The first £500 of any Contract Disputes claim if the amount in dispute exceeds £5,000 (incl. VAT).

Additional policy benefits, services and helplines

Zurich Risk Advisor

Zurich Risk Advisor is a free to use risk management app that makes risk assessments easier to understand, provides you with insight and recommends best practices including self-risk assessments.

Experience the benefits of Zurich Risk Advisor by downloading the app from the Apple store or the Google Play Store. Visit our website for more details: www.zurich.com/products-and-services/tools-for-business/zurich-risk-advisor

Zurich Travel Assistance

The helpline is manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in managing medical assistance cases with hospitals and clinics worldwide. Also available are security experts to provide a comprehensive range of complementary security services.

Call +44 (0)1489 868 888

Visit www.zurich.co.uk/travelassistance

Risk Management Advice Line

To help identify and manage issues before they occur, our risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Call 0800 302 9052

DAS Legal Expenses Helplines and other services

- Legal advice – please call 0344 893 0859
- Tax advice – please call 0344 893 0859
- Counselling service – please call 0344 893 9012
- Online document drafting – visit www.dasbusinesslaw.co.uk
- Employment Manual – visit www.dasinsurance.co.uk/employment-manual

Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

Minimum transaction premium

If any changes are made to the policy that result in an additional or return premium of less than our minimum transaction premium of £25 plus insurance premium tax (IPT), then this premium adjustment will not be charged or refunded.

Cancellation rights

If you do not want to accept the policy, notification is required within 14 days of receiving the policy or renewal notice. A pro rata charge for the time on cover will be applied subject to our minimum policy premium of £50 plus insurance premium tax (IPT).

If the policy is cancelled at any other time we will charge you on a pro rata basis for the time we have been on cover subject to our minimum policy premium of £50 plus insurance premium tax (IPT).

If the policy is cancelled and the refund is less than our minimum transaction premium of £25 plus insurance premium tax (IPT) then no refund will be given.

Claims



To make a claim online visit:
www.zurich.co.uk/business/claims



Call us on: **0800 302 9055**

Rehabilitation Claims Services (available to Employers' Liability customers only)

Our Rehabilitation team offer an innovative approach to acute injury management, proactively treating injuries to prevent chronicity and long-term absence, helping your employees return to work sooner. Treatments offered can include physiotherapy, hand therapy, psychological therapy, diagnostic imaging and surgical solutions.

Our service is suitable for most injuries arising from workplace incidents and offers immediate access to professional medical expertise. Our rehabilitation service can help you reduce the costs of injuries and accidents at work by ensuring employees access appropriate and timely treatment.

Rehabilitation can help manage a claim and mitigate your losses as a faster recovery enables quicker settlement, less exaggeration of symptoms and reduction in the average number of days lost.



To make a claim online visit:
<https://liabilityclaims.zurich.co.uk/link/portal/mmc>



Call us on: **0121 697 8740** or **0121 697 8742**



Email us on: mmc@uk.zurich.com

Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk

You can also contact them as follows:

Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich.
UK Branch registered in England and Wales no BRO00105. UK Branch Head Office:
The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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