

Summary of Cover

Tradesman & Contractor Policy

About Your Policy

This document provides a summary of the cover provided by the Tradesman & Contractor policy. This summary is provided to you for information purposes only and does not form part of your insurance contract. It does not fully describe all of the terms and conditions of your policy which can be found in the policy document, a copy of which is available to download on our website.

The Tradesman & Contractor policy has been designed to meet the demands and needs of individuals and small business operating without their own business premises and wish to insure against some of the risks which may be encountered running their business. The core cover is business liability to third parties and, where appropriate, employees, but you may also select cover for material damage cover to tools and business equipment; contract works and plant; personal accident and legal expenses.

You should read this summary of cover in conjunction with your policy schedule and policy wording.

Normally you will have to pay a contribution in respect of each claim (this is known as the excess). These excesses will vary according to the cover selected or our assessment of your risk. Your policy schedule will show the specific excesses applicable to your cover.

To ensure that this Policy continues to meet your needs you should review and update your cover periodically.

There is an obligation on you to provide a fair presentation of your risk to insurers at all times. If you have any doubts about what this means to you, please speak to the insurance adviser with whom you placed your business in the first instance.

The correct number of persons insured must be advised to us otherwise any claim made may be invalid. If the sums insured, you request are not adequate this may result in the amount that your Insurers pay to you in the event of a claim being reduced.

Your cover will be valid for 12 months and will be renewable annually.

About Your Cover (Please refer to your policy document for full details of terms, conditions and exclusions)

Features & Benefits	Significant Exclusions & Limitations
Section 1 Public Liability The will automatically be included <ul style="list-style-type: none"> Public Liability Legal Costs and Expenses Wrongful Arrest Cross Liabilities Legal Liability incurred under the defective Premises Act 1972 Contingent Motor Liability Indemnity for Principals Legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974 and the Consumer Protection Act 1987 Payment for Court Attendance Overseas Personal Liability 	<ul style="list-style-type: none"> Liability arising out of injury to any employee, partner or Proprietor Liability assumed under Clause 6.5.1 of the JCT Conditions of Contract or any subsequent amendment or similar terms under any Conditions of Contract Liability incurred whilst being on, working on or travelling to or from any offshore location Liability arising directly or indirectly from 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 The cost of fines, penalties or punitive damages Liability arising directly or indirectly from gradual pollution or contamination Injury or damage to property caused by or in connection with anything knowingly sold or supplied into USA or Canada Any products supplied which could affect the safety or operation of nuclear installations or are installed or incorporated into craft for travel through air or space

Features and Benefits	Significant Exclusions or Limitations
<p>Section 2 Employers Liability</p> <p>The following will automatically be included</p> <ul style="list-style-type: none"> ▶ Employers Liability £10m ▶ Legal Costs and Expenses ▶ Payment for Court Attendance ▶ Unsatisfied Court Judgements ▶ Indemnity for Principals ▶ Corporate Manslaughter and Corporate Homicide <p>Your Insurer may extend cover to include</p> <ul style="list-style-type: none"> ▶ Injury to Working Partners or Proprietors ▶ Temporary Employees 	<ul style="list-style-type: none"> ▶ Liability incurred whilst being on, working on or travelling to or from any offshore location ▶ Liability for which compulsory motor insurance is required ▶ Any fines and penalties or costs and expenses insured by any other policy in respect of prosecutions under the Health and Safety at Work etc Act 1974 ▶ Liability arising out of work on, in or in connection with defined hazardous trades and locations
<p>Section 3 Tools and Business Equipment (OPTIONAL) If you have selected this option, your needs are those of a Tradesman or Contractor that has tools and business equipment and requires cover against to that equipment against loss or damage.</p> <p>Your tools and business equipment are insured on an "All Risks" basis (subject to full exclusions) anywhere in Great Britain the Channel Islands or the Isle of Man and for up to 21 consecutive days elsewhere in the world</p> <p>Cover is automatically extended to include:</p> <ul style="list-style-type: none"> ▶ Automatic Reinstatement of Sums Insured 	<ul style="list-style-type: none"> ▶ Indirect loss of any kind ▶ Unexplained disappearance or inventory shortage ▶ Theft or attempted theft <ul style="list-style-type: none"> ▶ from any unattended open or soft topped vehicle ▶ from any unattended vehicle unless all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed ▶ from any unattended vehicle between the hours of 9.00pm and 6.00am unless such vehicle is in a securely locked building or guarded security park <p>While left unattended</p> <ul style="list-style-type: none"> ▶ on any site or premises where you or your employees are carrying out work ▶ elsewhere unless stored in a securely locked room or building ▶ Theft by any insured Person or any other employee
<p>Section 4 Contract Works, Own and Hired in Plant (OPTIONAL) If you have selected this option your needs are those of a Tradesman or Contractor that who is responsible for the materials and works during the course of the contract and/or owns or hires in plant and requires cover against to that equipment against loss or damage.</p> <p>Damage to property insured which will be reinstated, repaired or payment made</p> <p>The following will automatically be included</p> <ul style="list-style-type: none"> ▶ Architects, Surveyors, Legal and Consulting Engineers Fees ▶ Debris Removal ▶ European Community and Public Authorities ▶ Free Issue Materials ▶ Indemnity to Principals ▶ Re-drawing Plans and Documents ▶ Continuing Hire Charges up to £5,000 (when Hired in Plant insured) <p>Cover is automatically extended to include:</p> <ul style="list-style-type: none"> ▶ Automatic Reinstatement of Sum Insured 	<ul style="list-style-type: none"> ▶ The excess shown in the schedule ▶ Arising from mechanical or electrical breakdown ▶ Damage by wear, tear, depreciation, erosion, action of light atmosphere, moths, vermin, insects, frost, corrosion, dampness, wet or dry rot, cleaning, restoring or repair contrary to manufacturers instructions. ▶ Damage by any wilful act or wilful neglect ▶ Indirect loss or damage of any kind ▶ Pollution or contamination other than of or to the property insured ▶ Damage to any of the permanent works for which a certificate of completion has been issued or which has been handed over to your employers or principal or taken into use unless damage occurs during a maintenance period or during first 14 days of issue of completion certificate (only to extent you are responsible) ▶ Damage to existing structures, any mechanically propelled vehicle, aircraft or waterborne vessel ▶ Damage to works installed or erected if due to defect or unsuitability ▶ The cost of remedying any defect in works or any reduction in value due to defects ▶ Any fines or penalties ▶ Any amount in excess of the sum insured shown in the schedule ▶ Contract works in connection with defined hazardous trades and locations

Features & Benefits	Significant Exclusions or Limitations
<p>Section 5 – Commercial Legal Expenses</p> <p>With access to Helplines automatically included your needs are those of a business that requires protection against unexpected business events that might otherwise result in the incurring of legal expenses and require cover against those expenses</p> <p>This Section covers the following heads of cover:</p> <ul style="list-style-type: none"> Employment Disputes & Compensation Awards Tax Disputes Property Legal Defence Compliance & Regulation Statutory Licence Appeals Loss of Earnings Personal Injury Executive Suite Crisis Communication Contract and Debt Recovery 	<p>Key Limitations of Cover:</p> <p>Any claim must arise in connection with the Business and occur within the Territorial Limits</p> <p>Any claim must have a reasonable prospect of success and be reported to us as soon as you are aware of such circumstances which could give rise to a claim</p> <p>You shall agree to use the appointed advisor chosen by us</p> <p>Any dispute will be dealt with through mediation or by a court, tribunal, advisory conciliation and arbitration service or a relevant regulatory or licensing body within the Territorial Limits</p> <p>Where it has been determined that Reasonable Prospects of Success do not exist, the Insured shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.</p> <p>A claim is considered to be reported to Us when We have received the Insured's fully completed claim form</p> <p>Liability is limited to £100,000 any one claim and £1,000,000 in any one Period of Insurance</p>

Excesses

For details of the excesses applicable to your policy, please refer to the written quotation confirmation where we have provided you with a quotation or to your policy schedule if you have a live policy

Your Insurers

Your Insurers will be shown on your quotation and policy schedules.

Cancellation Procedures

To effect cancellation of your policy, you should contact the firm that arranged your insurance with us.

Cancellation by you during the cooling-off period

This insurance provides you with a cooling-off period to decide whether you wish to continue with this insurance. The cooling-off period is for 14 days from the date you receive your policy documentation.

If a period of less than 14 days has elapsed since you received your policy documentation, and you have not made a claim, you have the right to cancel the policy and receive a refund of the premium you have paid:

- If at the date of cancellation your policy has not yet commenced, you will receive a full refund of the premium you have paid from us; or
- If your policy has already commenced, you will receive a refund of premium from us, equivalent to the unexpired period of cover on a pro rata basis.

Cancellation by you – after the cooling-off period

You may cancel this policy by contacting the firm that arranged your insurance with us.

If you have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current period of insurance, you will receive a refund of premium from us equivalent to the unexpired period of cover on a pro rata basis.

Where you have made a claim and wish to cancel your policy you will not be entitled to a refund of premium.

If you are paying the annual premium by monthly instalments, no further premiums will be collected from you once the firm that arranged your insurance with us received notice of cancellation from you, provided there have been no claims or incidents likely to result in a claim in the current period of insurance.

If you are cancelling the policy and there has been a claim or incident likely to result in a claim in the current period of insurance the full annual premium must be paid by you.

Cancellations will not be backdated.

Cancellation by us – during and after the cooling off period

We, or the administrator can cancel this policy where there is a valid reason for doing so by giving you 7 days' notice in writing setting out the reason for cancellation. This will be sent to the last address you notified to us.

Valid reasons include but are not limited to the following:

Cancellation by us – non-payment of premium

We, the administrator or the firm that arranged your insurance with us can cancel this policy by giving you 7 days' notice in writing to the last address you notified to us. If we receive payment by the date set out in the letter we will take no further action. There will be no refund of premium if our cancellation is the result of your failure to pay the full premium.

Cancellation by us – where we reasonably suspect fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires you to take reasonable care to provide complete and accurate answers to the questions we ask and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if our cancellation is the result of your dishonesty or where we reasonably suspect fraud by you.

Where our investigation provides evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out. We may also seek reimbursement of any claims monies paid by us since the fraud was committed.

Cancellation by us – for your non-compliance with policy terms and conditions

We, the administrator or the firm that arranged your insurance with us can cancel this policy by giving you 7 days' notice in writing to the last address you notified to us. There will be no refund of premium if our cancellation is the result of your failure to comply with the policy terms and conditions e.g. you fail to co-operate with us or provide us with information or documentation we, the administrator or claims service provider reasonably require, and this affects our ability to process a claim or defend our interests.

Cancellation by us – other reasons

Where cancellation is affected by us, the administrator or the firm that arranged your insurance with us any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Provided there have been no claims or incidents likely to result in a claim in the current period of insurance, we will refund the premium relating to any unused portion of cover within the current period of insurance on a pro-rata basis.

When your premiums are paid by the instalment plan

If the Policy is cancelled by us or by you

- (a) Any outstanding balance of your loan and any additional charges levied by the finance provider in accordance with the terms and conditions of your credit agreement will be deducted from any return of premium due to you
- (b) You will become liable for the difference if the return premium is less than the balance due to the loan provider. We will return any premium you have paid for any period of insurance left. However, we will not return any premium if the amount is less than £25.

Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above you shall immediately return to us any effective certificate(s) of employer's liability insurance.

Payment of Your Premium

Your administrator will advise you how you can pay your premium and will let you know if there are any fees or charges applicable.

Making a Claim

A full explanation of our claims procedures can be found in your policy booklet within the claims conditions section and specific claims contact details will be stated on your policy schedule.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Please see the policy wording for details of how the information held by fraud prevention agencies may be used. For a copy of the policy wording, please contact your administrator.

Customer Complaints

We hope that You are extremely happy with your Tradesman & Contractor Insurance Policy but we do recognise that on occasions things can go wrong.

If your complaint is about the way your policy was sold to you, please contact your administrator who arranged your policy for you. Their address and telephone number are shown on your policy schedule.

Contacting Your Insurer

If you have a complaint about your insurer or a claim, please contact your insurer directly. Their contact details can also be found on your policy schedule.

Once your insurer has received your complaint they will;

- ▶ Send an acknowledgment of your complaint within 5 working days of receiving it and notify you of the name of the person managing your complaint
- and
- ▶ Respond in full to your complaint within 8 weeks. If this is not possible for any reason they will write to you to explain why they have not been able to settle the matter quickly. They will also let you know when they will contact you again.

If you are still dissatisfied

If you remain dissatisfied, and your insurer subscribes to the service, you may refer your complaint to the Financial Ombudsman Service (FOS);

- **Telephone** 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile
- **In writing to** Financial Ombudsman Service
Exchange Tower Harbour Exchange
Square London E14 9SR
- **Website** www.fos.org.uk

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million pounds Sterling or the trustee of a trust with a net asset value of less than one million pounds Sterling.

You can refer to the Financial Ombudsman Service if you are dissatisfied with your insurers final response or if they have not issued their final response within eight weeks from the time you first raised the complaint. They offer a free and independent service for resolving disputes about most financial matters and you have six months from the date of the final response letter to contact them. However, they will only consider your complaint once you have tried to resolve it with your insurer.

Following the complaints process does not affect your right to take legal action

Eaton Gate MGU Ltd are dedicated to resolving your complaint so if you have a complaint about Eaton Gate MGU Ltd or wish to discuss a complaint you have with your administrator or insurer, please contact the Eaton Gate MGU Ltd customer services team;

- **Telephone** 0333 234 1741
- **By e-mail** complaints@egmgu.co.uk
- **In writing to** Customer Services Manager, Eaton Gate MGU Ltd. 20 St Dunstan's Hill, London, EC3R 8HL

Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to this contract will be in English.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request. You can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or You can phone them on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd is covered by the Financial Services Compensation Scheme (FSCS) This means that you may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS;

- **Telephone** 0800 678 1100 or 020 7741 4100
- **By e-mail** enquiries@fscs.org.uk
- **In writing to** Financial Services Compensation Scheme
10th Floor,
Beaufort House 15
St Botolph Street
London
EC3A 7QU
- **Website** www.fscs.org.uk

If you telephone FSCS then please have any relevant correspondence to hand.

About Eaton Gate MGU Ltd

Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Call Recording

CALLS MAY BE MONITORED AND RECORDED, AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES