# **Tradesman Liability Policy**



# **Insurance Product Information Document**

Company: Worldwide Insurance Brokers (T/A Broker Options) Underwritten by SureStone Insurance dac who is authorised and regulated by the Central Bank of Ireland. Registered in Ireland No. 340407

**Product: Tradesman Liability Insurance** 

This document provides a summary of the key information relating to this Tradesman Liability Insurance Policy. It should be read together with the Document of Insurance, Policy Schedule and Certificate of Insurance. Please refer to the Document of Insurance for how to claim, how to make a complaint, details of any fees or charges that we may apply and details of the Financial Services Compensation Scheme (FSCS).

## What Is this type of Insurance:

- a) **Public Liability Insurance**: Public liability insurance is designed for professionals who interact with customers or members of the public. It protects against claims of personal injury or property damage that a third party suffers (or claims to have suffered) as a result of your business activities.
- b) **Products Liability Insurance**: Product Liability Insurance provides cover in respect of legal liability leading to injury, loss or damage arising from products sold or supplied, or work or services which you have undertaken in the course of your business up to the selected amount of cover during any one period of insurance.
- c) **Employers Liability (optional additional cover**: Employers Liability Insurance protects your business against your legal liability for injury, illness, disease or death of any employee under a contract of service with your business.



# What is insured?

- ✓ Public Liability: €2,600,000 any one claim and unlimited in any one period of insurance, with an option to increase the limit any one claim to €6,500,000
- ✓ Products Liability: €2,600,000 any one claim and in the aggregate in any one period of insurance, with an option to increase this limit to: €6,500,000
- ✓ Employers Liability (when included): €13,000,000 any one claim and unlimited any one period of insurance.
- Arising out of the negligence of Insured in connection with your business as described in the policy schedule provided
- ✓ All covers are subject to eligibility criteria. Full benefits and restrictions are outlined in your policy booklet



# Are there any restrictions on cover?

In line with all Liability Insurances, there are some exclusions /Limitations and restrictions. The full policy wording applies in each case, however, the following are the main headings

- The first amount of every claim (Known as the Excess): €1000 Excess will apply the Public Liability section on the policy and is shown in the Document of Insurance
- work involving the making of excavations exceeding three metres in depth from the surface.
- work at a height greater than 15m from the ground surface or if working internally a height greater than 15m from the floor surface



## What is not insured?

In line with all Liability Insurances, there are some exclusions /Limitations and restrictions. The full policy wording applies in each case, however, the following are the main headings

- No cover is provided for employees who are operating offshore where Employer's Liability Insurance is included.
- Damage to property belonging to the policyholder or under the custody or control of the policyholder or any employee is excluded.
- Liability arising out of the ownership or use of any motor vehicle where compulsory cover is required under Road Traffic Act legislation, or any aircraft, or mechanically powered water vessel, is excluded.
- Liability in respect of any judgement or award made in the courts of the United States or Canada is excluded.
- The costs associated with remedying any defects or alleged defects in land or buildings or structures disposed of by the policyholder are excluded.
- work on gasholders, towers, steeples, bridges, viaducts, blast furnaces, chimney or well shafts, dams or tunnels, mines, colliery winding gear and hangers for any purpose is excluded
- demolition of any kind unless such work forms part of a contract for the erection, reconstruction, alteration or repair of buildings or structures and provided that such demolition is by hand held tools only.
- piling, the use of explosives, water diversion, quarrying, tunnelling or work under water is excluded.
- \* the felling or lopping of trees is excluded
- work in or on power stations, nuclear installations, refineries, bulk storage tanks, oil gas or chemical works, aircraft, hovercraft, watercraft, wharves, piers or jetties, railways, railway stations or airports (air-side) is excluded
- Stand-alone Roofing Contracts not forming part of a contract for the erection, reconstruction, alteration or repair of buildings or structures is excluded
- Excluding liability from use / ownership of a retail premises open to the public for Retail purposes



#### Where am I covered?

✓ The business must be domiciled in Rep of Ireland and can work in Republic of Ireland, Northern Ireland, England, Scotland and Wales.



## What are my obligations?

- You must comply with the following Statement or Facts:
  - 1. No insurer has ever declined to insure you, or refuse to renew or terminate your Employers, Public or Products Liability insurance.
  - 2. You or your directors or partners have never been convicted of or charged with (but not yet tried for) a criminal offence, other than a motoring offence, except as provided for under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016.
  - 3. You or your directors or partners have never been owners, principals or partners of any other firm involved in this or a similar business which has been declared bankrupt.
  - 4. You have not suffered any losses or made any claims in the past three years for any of the perils or contingencies to which this insurance applies
  - 5. The total amount paid to Bona-Fide Sub Contractors does not exceed €150,000 or 25% of your annual turnover whichever is the lesser, unless you have specifically advised us to the contrary.
  - 6. Where you are applying for Employer's Liability cover your payments to Labour Only Sub Contractors do not exceed €5,000 per year, unless you have specifically advised us to the contrary.
  - 7. Any hot work you undertake, is carried out in accordance with the condition 13 i set out on page: 12 of the policy
- At the start of the policy you must give complete and accurate answers to any questions we may ask you.
- Premiums must be paid on time.
- In the event of a claim, you will be required to provide us with supporting documents / full circumstances of the claim



## When and how do I pay?

The premium for this annual policy must be paid in one single amount to your broker. Payment can be made by bank transfer, direct debit or debit/ credit card.



## When does the cover start and end?

- The policy is for a period of one year and cover begins and ends as detailed within your Policy Schedule and Certificate.
- The policy is renewable each year.



## How do I cancel the contract?

When you receive your policy, you have 14 days in which to consider the cover provided. If the cover does not meet your needs, you have the right to cancel the Policy.

Call your broker who provided you with your insurance policy. If you cancel:

- Within 14 days of receiving your documents we will refund your premium unless we have made a payment under the policy where upon no refund will be given.
- After 14 days we will not refund your premium if you choose to cancel your policy.