

This document is a guide to the cover provided under your Optima Trade Plus policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover please read your insurance policy, your schedule (which indicates operative sections) and any endorsements that apply. A copy of your insurance policy booklet can be obtained by visiting [www.groupama.co.uk/products/](http://www.groupama.co.uk/products/) or by contacting your Insurance Advisor.

Public and Products Liability cover is a compulsory section of this policy. The other sections are optional.

Groupama Insurance Company Limited provides this insurance.

Type of Insurance      Package for Tradesmen and Professionals

Period of Cover      12 Months or as shown on the Schedule

The law which applies to the contract      The law of England and Wales unless agreed otherwise

<b>PUBLIC AND PRODUCTS LIABILITY</b>		
<b>Significant Features and Benefits</b>	<b>Significant Exclusions or Limitations</b>	<b>Section of the Policy that contains further details</b>
<p>This section covers your legal liability arising out of accidental injury to members of the public or accidental loss of or damage to their property resulting directly from the business within the Territorial Limits during the period of insurance (including claimants' costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p> <p>The minimum Limit of Indemnity provided for Public Liability is £1,000,000 for any one event. There is an option to increase to £2,000,000 or £5,000,000 for most trades</p> <p>The minimum Limit of Indemnity provided for Products Liability is £1,000,000 for any one period of insurance. There is an option to increase to £2,000,000 or £5,000,000 for most trades</p>	<p>Territorial Limits: England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, and any member country of the European Union</p> <p><b>Exclusions:</b></p> <p>Liability</p> <ul style="list-style-type: none"> <li>• Arising from work in or on or in connection with:                             <ul style="list-style-type: none"> <li>- docks, harbours or railways</li> <li>- watercraft or offshore, gas or oil installations</li> <li>- chemical or petrochemical works, oil or gas refineries or storage facilities</li> <li>- aircraft, airports or airfields</li> <li>- collieries, mines or quarries</li> <li>- power stations</li> <li>- any installation where nuclear processing is undertaken</li> </ul> </li> <li>• Arising from lopping, topping or felling of trees</li> <li>• Arising from work or visits offshore</li> <li>• For damage to property in your custody or control or being worked upon</li> <li>• From design or advice given for a fee</li> <li>• For costs incurred in recalling, repairing or replacing any product or of rectifying defective workmanship</li> <li>• For gradual pollution or contamination</li> <li>• Arising from removal, handling or disposing of asbestos</li> <li>• Arising from professional advice and treatment (Professional trades only)</li> <li>• For the first £250 of every Third Party Property Damage claim</li> </ul> <p><b>Conditions and Precautions Applying:</b></p> <p>Heat Equipment Precautions</p> <p>Bitumastic Products Precautions</p> <p>Flammable Solvents Precautions</p> <p>Underground Services Precautions</p>	<p>Public and Products Liability</p> <p>Public and Products Liability</p> <p>Public and Products Liability</p>

## PUBLIC AND PRODUCTS LIABILITY (continued)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
Cover includes your liability for the acts of <i>bona fide</i> sub-contractors	<ul style="list-style-type: none"> <li>• Payments to such subcontractors must not exceed 25% of annual turnover</li> <li>• Evidence of their own insurance must be obtained</li> </ul>	Public and Products Liability
This section will indemnify any principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you	<ul style="list-style-type: none"> <li>• The principal must comply with the terms and conditions of the policy</li> <li>• We must have full control of all claims</li> </ul>	Public and Products Liability "Principal" is defined in the Definitions section
Costs and expenses in connection with prosecutions and appeals against convictions arising under health and safety legislation are insured, subject to our agreement		Public and Products Liability
Contingent motor liability for use by employees of vehicles not belonging to or provided by you in connection with the business	Liability for: <ul style="list-style-type: none"> <li>• Damage to the vehicle or its contents</li> <li>• Injury or loss whilst being driven by you</li> <li>• Injury or loss if indemnity is available under any other insurance</li> <li>• Injury or loss occurring outside the EU</li> </ul>	Public and Products Liability
Court attendance compensation is payable at the following rates: Director or Partner       £500 per day Employee                     £250 per day		Public and Products Liability

## EMPLOYERS' LIABILITY

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>This section covers your legal liability to your employees arising out of injury or disease that they may sustain during their employment (including claimants' costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p> <p>The standard Limit of Indemnity is £10,000,000 for any one event, inclusive of costs and expenses</p> <p>Clerical employees are included without charge for contracting trades</p> <p>There is an option to extend cover to include injury to working partners</p>	<p>Territorial Limits: England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, and any member country of the European Union</p> <p><b>Exclusions:</b></p> <p>Liability arising from</p> <ul style="list-style-type: none"> <li>• Work in or on or in connection with:               <ul style="list-style-type: none"> <li>- docks, harbours or railways</li> <li>- watercraft or offshore, gas or oil installations</li> <li>- chemical or petrochemical works, oil or gas refineries or storage facilities</li> <li>- aircraft, airports or airfields</li> <li>- collieries, mines or quarries</li> <li>- power stations</li> <li>- any installation where nuclear processing is undertaken</li> </ul> </li> <li>• Lopping, topping or felling of trees</li> <li>• Work or visits offshore</li> <li>• Removal, handling or disposing of asbestos</li> <li>• Injury involving motor vehicles in circumstances where motor insurance is required by law</li> </ul>	<p>Employers' Liability</p> <p>Employers' Liability</p>

## EMPLOYERS' LIABILITY (continued)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
This section will indemnify any principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you	<ul style="list-style-type: none"> <li>The principal must comply with the terms and conditions of the policy</li> <li>We must have full control of all claims</li> </ul>	Employers' Liability "Principal" is defined in the Definitions section
Costs and expenses in connection with prosecutions and appeals against convictions arising under health and safety legislation are insured, subject to our agreement		Employers' Liability
Court attendance compensation is payable at the following rates: Director or Partner           £500 per day Employee                         £250 per day		Employers' Liability

## TOOLS AND TRANSIT

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>Loss of or damage to</p> <p>(a) tools and office equipment including laptops, other computer equipment and accessories</p> <p>(b) Materials and other goods for incorporation in the contract whilst in transit</p> <p>Alternative Accommodation following damage to trade premises by fire explosion storm or flood</p>	<p>Cover applies anywhere in the European Union</p> <p>Excess</p> <ul style="list-style-type: none"> <li>£50 Tools &amp; Business Equipment and Transit</li> <li>£100 in respect of glass and non ferrous metals</li> <li>£200 for computer equipment</li> </ul> <p>Up to £500 per month for a maximum of 12 months excluding the first seven days</p> <p><b>Exclusions:</b></p> <p>Theft from unattended vehicles overnight unless in a securely locked garage or alarmed vehicle with an approved alarm</p> <p>Theft of mobile phones or computer equipment from any unattended vehicle unless from a securely locked boot or locked glove box and theft results from forcible and violent entry into a securely locked motor vehicle</p> <p>Theft from open sided or open backed vehicles / trailers</p>	<p>Tools and Transit</p> <p>Tools and Transit</p>

## TAX & PROPERTY PROTECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>Tax &amp; Property Protection cover is provided as standard on all policies</p> <p>Fees and Expenses incurred in respect of Tax Investigation and Property Protection</p>	<p>Limits: £25,000 any one Investigation or proceedings for Property Protection and £50,000 in total in the period of insurance</p>	Tax & Property Protection

## EMPLOYMENT & PROSECUTION PROTECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>Employment &amp; Prosecution Protection cover is provided whenever Employers' Liability cover is insured</p> <p>For fees and expenses incurred in defending</p> <p>(a) disputes with employees (b) proceedings against an employee</p>	<p>Limits: £25,000 any one dispute and limited to:</p> <ul style="list-style-type: none"> <li>- £100,000 in total for disputes with employees</li> <li>- £50,000 in total for proceedings against an employee in the period of insurance</li> </ul>	Employment & Prosecution Protection

## PROPERTY ALL RISKS

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>The Property All Risks section covers loss or damage to specified property at the premises from any cause not excluded</p>	<p><b>Exclusions:</b> The Excess of £100</p> <p>Any amount in excess of £5,000, if the business contents is insured, in respect of computer equipment and accessories</p> <p>Faulty design, materials or workmanship</p> <p>The cost of wear and tear, lack of maintenance or other gradual deterioration</p> <p>Mechanical or electrical breakdown or derangement of equipment</p> <p>Theft from:</p> <ul style="list-style-type: none"> <li>• the open</li> <li>• buildings unless involving forcible and violent entry or personal violence</li> <li>• any building that is empty or not in use</li> </ul> <p>Loss or damage caused by contractors on the premises</p> <p>Weather damage to property in the open</p> <p>Loss or damage caused by freezing, malicious persons, escape of water, theft or attempted theft whilst the buildings are empty or not in use</p> <p>Vehicles licensed for road use</p>	<p>Property All Risks</p> <p>"premises" and "business contents" are defined in the Definitions section</p>
<p>The following cover is provided away from your premises but within the territorial limits:</p> <ul style="list-style-type: none"> <li>• Computer records and business books etc (if business contents are insured)</li> <li>• Business contents (if insured) temporarily removed for cleaning, renovating or repair</li> <li>• Stock and business contents (if insured) at exhibition premises</li> </ul> <p>Loss of Money (if business contents are insured)</p> <ul style="list-style-type: none"> <li>• In transit and whilst in a safe up to £1,000</li> <li>• On the premises not in a safe up to £500</li> </ul>	<p>In addition to the following exclusions, theft from unlocked buildings is not covered</p> <p>Cover is limited to: 25% of the contents sum insured or £5,000 whichever is the less 25% of the contents sum insured</p> <p>50% of the stock or business contents sum insured</p> <p><b>Sums Insured</b> The sum(s) insured must be at least 85% of the value of the Property Insured at the time of a loss or you may have to pay a proportion of the claim yourself</p>	<p>Property All Risks</p> <p>"premises" and "territorial limits" are defined in the Definitions section</p> <p>"business contents" is defined in the Definitions section</p>

<b>BUSINESS INTERRUPTION</b>		
<b>Significant Features and Benefits</b>	<b>Significant Exclusions or Limitations</b>	<b>Section of the Policy that contains further details</b>
<p>This section provides cover for any additional costs of working following damage to property insured under the Property All Risks section.</p> <p>For Professional trades there is an option to insure for loss of gross income</p> <p>Cover is provided for loss arising from damage to property in the vicinity of the premises that hinders or prevents use of or access to the premises</p> <p>Loss arising from closure of the premises due to vermin, pests, defects in drains or defective sanitation is also insured</p> <p>Cover is provided for loss following failure of the public supply of electricity, gas or water at the premises</p>	<p><b>Exclusions:</b></p> <p>The exclusions are similar to those specified under the property All Risks section</p> <p>The maximum amount payable is 25% of the sum insured</p> <p>The maximum amount payable is 25% of the sum insured</p> <p>There is no cover if the failure of the public supply is  (a) for less than seven hours  (b) as a result of any fault on the installation at your premises  The maximum amount payable is 25% of the sum insured</p> <p><b>Sum Insured</b>  The sum insured must be at least 85% of the value of the Property Insured at the time of a loss or you may have to pay a proportion of the claim yourself</p>	<p>Business Interruption</p> <p>"gross income" is defined in the Business Interruption section</p> <p>"premises" is defined in the Definitions section</p> <p>"premises" is defined in the Definitions section</p> <p>"premises" is defined in the Definitions section</p>

<b>CONTRACT WORKS AND PLANT</b>		
<b>Significant Features and Benefits</b>	<b>Significant Exclusions or Limitations</b>	<b>Section of the Policy that contains further details</b>
<p>The Contract Works and Plant section provides cover for loss or damage</p> <p>(1) to the contract works including materials and other goods to be incorporated into the works whilst</p> <p>(a) on the contract site</p> <p>(b) in transit to and from the contract site</p> <p>(c) temporarily stored elsewhere</p> <p>(2) Own plant, equipment, machinery, and site huts, but excluding hand tools</p> <p>(a) on the contract site</p> <p>(b) in transit to and from the contract site</p> <p>(c) at your premises in a securely locked compound garage or building</p> <p>(d) elsewhere in respect of plant and machinery undergoing maintenance or repair</p> <p>(3) Hired in Plant</p> <p>(a) on the contract site</p> <p>(b) in transit to and from the contract site</p> <p>(c) at your premises in a securely locked compound garage or building</p> <p>(d) elsewhere in respect of plant and machinery undergoing maintenance or repair</p> <p>(e) including continuing hire charges assumed under a hiring agreement for a maximum period of 60 days but excluding the first 48 hours</p>	<p><b>Exclusions:</b></p> <p>The excess of £500 in respect of theft, attempted theft and malicious damage and £250 for all other claims</p> <p>Damage to mechanically propelled vehicles or plant being used in circumstances where compulsory insurance is required by road traffic legislation</p> <p>Consequential loss or penalties due to delay, lack of performance or loss of contract</p> <p>Any loss as a result of</p> <p>(i) faulty design error or omission</p> <p>(ii) defective workmanship or materials</p> <p>(iii) use by the principal of any part of the works delivered to him</p> <p>Mechanical or electrical breakdown or derangement of equipment</p> <p>Loss of property discovered whilst taking an inventory</p> <p>Any damage to the contract works occurring after completion of the contract other than any loss occurring during the maintenance period</p> <p><b>Sums Insured</b></p> <p>The sum insured for each of the following items</p> <p>(a) Contract Works</p> <p>(b) Own Plant</p> <p>(c) Hired in Plant</p> <p>must represent the aggregate total value at risk at all contract sites at any one time</p> <p>The sum(s) insured must be at least 85% of the value of the property insured at the time of a loss or you may have to pay a proportion of the claim yourself</p>	<p>Contract Works and Plant</p> <p>"contract" is defined in the Contract Works and Plant section</p> <p>"contract" and "maintenance period" are defined in the Contract Works and Plant section</p>

<b>PERSONAL ACCIDENT</b>		
<b>Significant Features and Benefits</b>	<b>Significant Exclusions or Limitations</b>	<b>Section of the Policy that contains further details</b>
If an Insured Person is killed or suffers a serious permanent injury, a lump sum benefit of £10,000 (or £50 per week for up to 2 years for temporary disablement) is payable	<p>The benefit amounts shown are 'per Unit of cover' and up to 10 Units per person may be purchased.</p> <p>There is a £500,000 aggregate limit any one loss</p> <p>This section does not apply to people under 16 or over 70 years of age            Injury involving intoxication or use of drugs or any existing physical defect/infirmity is excluded            Injury arising from specified hazardous pursuits is excluded</p>	<p>Personal Accident</p> <p>Insured Persons are specified in the policy schedule</p>

<b>GENERAL EXCLUSIONS and CONDITIONS</b>		
<b>Significant Conditions</b>	<b>Significant Exclusions</b>	<b>Section of the Policy that contains further details</b>
<p><b>CONDITIONS</b></p> <p>You must comply with the conditions of the policy explained in the General Conditions section of the policy booklet for cover to apply.</p> <p>These include:</p> <ul style="list-style-type: none"> <li>your duty to take reasonable precautions to prevent injury, loss or damage</li> <li>actions you must take as soon as you are aware of a possible claim under the policy.</li> </ul>	<p><b>EXCLUSIONS</b></p> <p>The policy excludes loss, damage, injury or liability arising from or relating to:</p> <ul style="list-style-type: none"> <li>Nuclear or radioactive materials or incidents*</li> <li>Acts of War*</li> <li>Acts of Terrorism (but Employers' Liability cover is sub-limited to £5,000,000 for any one event)</li> <li>Loss, damage or liability that is more specifically insured</li> <li>Fines, penalties and punitive damages</li> </ul> <p>*Not Applicable to Employers' Liability cover</p>	<p>General Exclusions or General Conditions (as appropriate)</p>

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**How to complain**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

For complaints about claims, please phone **0870 600 2123** or e-mail **smeclaims@groupama.co.uk**.

For complaints about policy administration and documents, please phone **0870 850 0123** or e-mail **sme@groupama.co.uk**.

If you are not satisfied with our final response, you may be able to pass your complaint to the Financial Ombudsman Service.

**Financial Services Compensation Scheme**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0207 892 7300**.

Groupama Insurance Company Limited Registered Number 995253  
 Registered in England  
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[www.groupama.co.uk](http://www.groupama.co.uk)  
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