

# The Clear Insurance Scheme for Craft Workers and Designer-Makers

## Policy Summary

The Policy Summary is a guide only – please read it carefully. A specimen policy giving full details of the terms, conditions and exclusions is available on request. This Policy Summary does not constitute any evidence of insurance.

The Clear Insurance Scheme for Craft Workers and Designers-Makers is underwritten by Sterling Insurance Company Limited.

## Covers

Standard Covers  
Employers' Liability  
Public Liability  
Products Liability

Optional Covers  
All Risks Business Property (If selected)  
Business Interruption (only available if Business Property All Risks selected)

## Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.

## Quality claims service

Our highly skilled claims team, working with selected loss adjusters, will ensure that your claim receives priority attention and fair and prompt settlement. Our prime concern will be to get you back in business as soon as possible.

## Business helpline services

available 24 hours a day, 365 days a year

## Premises helpline

Provides an advice and action service for a whole range of business related issues from emergencies and preventative measures to general advice on premises matters. One call and immediate arrangements will be put in hand to deal with the emergency or advice requested. All costs of repairs are your responsibility unless they are recoverable under the terms of the policy.

## Legal helpline

Direct telephone access to specialists who will provide you with confidential advice on legal problems relating to your business. For example - employment disputes, statutory regulations, landlord and tenant disputes, consumer or contract law, VAT tribunals and other taxation matters.

Where necessary the verbal advice that is given can be confirmed in writing.

## Counselling helpline

A valuable support service to help your employees and their families through those difficult times, whether because of stress, anxiety, depression, bereavement or other personal problems. It includes onward referral to relevant voluntary and/or professional services, where appropriate.

The above helpline services are provided by DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

## Glass helpline

A fast glass and frame replacement service utilising a nationwide fleet of radio controlled mobile glaziers operated by Solaglas Replacement Glazing, Ashbourne House, Fishponds Road, Bristol BS5 6SH. If the damage is covered by the policy, you pay nothing apart from the policy deductible and VAT. Sterling will be invoiced direct.

## General Policy Conditions and Exclusions

The Clear Insurance Scheme for Craft Workers and Designer-Makers contains general policy conditions such as cancellation, change of risk, reinstatement of sums insured, reasonable care, compliance with warranties and fraud. This is not an exhaustive list.

All sections may be subject to special conditions.

Please refer to a specimen policy wording for full details.

The policy contains general policy exclusions which are summarised below

- radioactive contamination
- war, invasion, civil war, rebellion or revolution
- any act of terrorism, other than in respect of bodily injury to an employee arising out of and in the course of employment in the business
- sonic bangs
- confiscation, nationalisation or requisition by any government or authority
- computer viruses
- gradual pollution or contamination
- property being heated
- overrunning or self-heating of electrical machines not resulting in fire
- theft by you or any of your directors, partners or employees
- theft, malicious damage, escape of water or oil or breakage of glass or sanitary ware when your business has ceased to trade or your premises are unfurnished or untenanted
- disappearance, unexplained loss or inventory shortage
- failure of any computer to recognise a valid date.

## Employers' Liability

Complies with U.K. current legislation relating to compulsory insurance for legal liability for damages arising from injury to employees in connection with their employment.

Limit of indemnity - £10,000,000 any one cause (£5,000,000 if arising out of terrorism).

Automatically included

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 - limit £10,000 in any one period of insurance
- compensation for court attendance as a witness at our request, not exceeding £250 per day for directors or partners or £100 per day for employees
- legal defence costs and expenses incurred with our written consent.
- legal defence costs and expenses incurred with our written consent and prosecution costs awarded in the defence of criminal proceedings including an appeal against conviction arising from proceedings brought under the Corporate manslaughter and Corporate Homicide Act 2007 – limit £2,000,000 during any one period of insurance

Territorial limits

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporary visits elsewhere in the world.

Main exclusions

- liability arising from and or caused by any processes or work in connection with any of the following
  - a) asbestos
  - b) power stations, nuclear installations or establishments
  - c) refineries, bulk storage or production premises in the oil gas or chemical industries
  - d) offshore installations, oil or gas rigs
  - e) railways or railway installations
  - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - g) aircraft, aerospace devices, hovercraft, watercraft (other than hand propelled or not exceeding 20' in length)
  - h) work underground, underwater or airside
  - i) loading or discharging of vessels or other work on ships
  - j) piling or the use of explosives
  - k) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the Company
- liability arising from exposure to or inhalation of asbestos
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Public Liability

Covers legal liability for accidental bodily injury to the public or damage to their property as a result of defects in the premises or plant or negligence by you or your employees.

Limit of indemnity – as shown in the Schedule

Cover also extends to include other legal liabilities such as interference with or loss of enjoyment of property as a result of obstruction, trespass or nuisance; non owned motor contingent liability; cross liabilities; leased, hired or rented premises; those incurred under the Defective Premises Act 1972.

Automatically included

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 - limit £10,000 in any one period of insurance
- compensation for court attendance as a witness at our request, not exceeding £250 per day for directors or partners or £100 per day for employees
- legal defence costs and expenses incurred with our written consent - in addition to the limit of indemnity. Territorial limits anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and non-manual work elsewhere in the world.
- legal defence costs and expenses incurred with our written consent and prosecution costs awarded in the defence of criminal proceedings including an appeal against conviction arising from proceedings brought under the Corporate manslaughter and Corporate Homicide Act 2007 – limit £2,000,000 during any one period of insurance

Main exclusions

- liability arising from and or caused by any processes or work in connection with any of the following
  - a) asbestos
  - b) power stations, nuclear installations or establishments
  - c) refineries, bulk storage or production premises in the oil gas or chemical industries
  - d) offshore installations, oil or gas rigs
  - e) railways or railway installations
  - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - g) aircraft, aerospace devices, hovercraft, watercraft (other than hand propelled or not exceeding 7 metres in length)
  - h) work underground, underwater or airside
  - i) loading or discharging of vessels or other work on ships
  - j) piling or the use of explosives
  - k) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the Company
- any machinery or boiler that does not have an inspection certificate as required by law
- vehicles used in circumstances where road traffic legislation requires insurance or security
- liability arising out of products
- treatment, therapy, medical advice, fitness, instruction or administration of drugs or medicines
- use of solaria, sunbeds, saunas and hydro-massage facilities
- liability arising from exposure to or inhalation of asbestos
- the cost of cleaning up or removal of or damage to property arising out of asbestos
- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- fines, penalties or liquidated, punitive or exemplary damages
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the first £250 of property damage claims occurring away from your premises
- the use of welding or flame cutting equipment or asphalt, bitumen or tar heaters away from your premises

Note: special conditions apply in respect of the use of blow lamps, blow torches or hot air guns and the burning of waste or other materials.

## Products Liability

Automatically included in conjunction with Public Liability.

Cover is for legal liability for accidental bodily injury or damage to property caused by products sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you and no longer in your possession or control.

Limit of indemnity – As shown in the Schedule

Automatically included

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Consumer Protection Act 1987 or the Food Safety Act 1990 - limit £25,000 in any one period of insurance
- compensation for court attendance as a witness at our request, not exceeding £250 per day for directors or partners at £100 per day for employees
- legal defence costs and expenses incurred with our written consent - in addition to the limit of indemnity.
- products sold or supplied anywhere in the world.
- legal defence costs and expenses incurred with our written consent and prosecution costs awarded in the defence of criminal proceedings including an appeal against conviction arising from proceedings brought under the Corporate manslaughter and Corporate Homicide Act 2007 – limit £2,000,000 during any one period of insurance

#### Main exclusions

- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- liability arising from any products manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by you
- fines, penalties or liquidated, punitive or exemplary damages
- loss of or damage to products or the cost of making good or recalling products or the cost of rectifying defective work
- any drug or medical preparation obtainable on prescription from a medical practitioner
- any cosmetics, toiletries, animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture
- liability arising from exposure to or inhalation of asbestos
- the cost of cleaning up or removal of or damage to property arising out of asbestos
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- liability arising in the USA or Canada from any products which with your knowledge will be sold or supplied to or used within these countries
- liability arising from any products which with your knowledge are used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle
- liability arising from any products which with your knowledge are used in the aircraft, space, petro-chemical, gas, off-shore, ship building and repair or nuclear industries

## Business Property All Risks (If selected)

Business Property All Risks provides cover for your property against loss, destruction or damage caused by any accident or misfortune occurring at the premises or in transit or at any fair, show or exhibition in Great Britain, Northern Ireland, Eire, the Channel Islands, the Isle of Man or the countries of the European Community.

#### Main exclusions

- the excess shown in the Schedule
- damage by subsidence, ground heave or landslip
- damage by water or oil to property in basements unless adequately stillaged (minimum 100mm)
- wear, tear or depreciation or diminution in value
- inherent vice, latent defect, defective design or use of faulty materials
- faulty or defective workmanship, operational error, or use contrary to manufacturers' instructions
- marring, scratching, denting or mechanical or electrical breakdown
- any gradually operating cause, rot, fungus, rust, corrosion or pests
- damage to property caused by any process it is undergoing
- loss consisting of change in temperature, colour, flavour, texture or finish

#### Goods In Transit cover is automatically included for

- damage occurring during loading or unloading
- debris removal up to £1,000
- costs of transfer to another vehicle and completion of transit following fire or accident to the vehicle up to £1,000
- loss or damage to tarpaulins, sheets, ropes, chains, straps and packing materials up to £1,000.

#### Goods In Transit cover main exclusions

- the excess shown in the schedule
- theft from any vehicle which is not locked when unattended or which is not locked and kept within a secure building or yard overnight or after the completion of any working day of the driver
- theft or attempted theft of goods in open topped or open sided vehicles or trailers unless arising from theft or attempted theft of the conveying vehicle
- storm or malicious damage to goods in open topped or open sided vehicles or trailers
- livestock and other special stock unless agreed at quotation  
i.e.  
a) jewellery, watches, precious metals and stones, nonferrous metals, bullion, furs, works of art, money, securities or stamps  
b) tobacco, cigarettes, cigars, wines, spirits, computer games and discs, compact discs, cassettes, audio, television, video and photographic equipment, computer hardware software and ancillary equipment and clothing  
c) explosives or other dangerous goods.

#### Security

Your policy will contain a general condition precedent to the liability of the Company that all security devices are put into full and effective operation whenever the premises are closed for business or left unattended.

Additionally, there may be specific warranties concerning security and fire alarms and fire extinguishing equipment as appropriate to particular premises.

All changes of or to security devices must be notified to Sterling.

#### Adequacy of Cover

Your sums insured will not be index linked so It is important that the sums insured you select are adequate on an ongoing basis. Please ensure you select the band of sum insured that provides sufficient cover for the replacement of all your property on a reinstatement as new basis.

## **Business Interruption (if selected)**

Business Interruption provides cover for loss of income during the 12 month period immediately following destruction or damage to the business property caused by an event insured under the Business Property All Risks section.

### Main exclusions

- the excess shown
- § Losses in excess of £50,000
- corruption of computer data by malicious persons or accidental damage

### **Automatically Included**

- prevention of access to the premises following damage to nearby premises caused by an insured event within 10 miles of the premises
- accidental failure of public electricity, water or gas supplies for more than 60 minutes
- failure of telephones for more than 24 hours
- closure by a competent authority because of defective sanitation, infestation by vermin or pests at the premises
- poisoning caused by food and drink
- infectious or contagious disease, murder, suicide or rape at the premises
- damage at the premises of a UK supplier

## Customer service information

1. Sterling Insurance Company Limited: Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It underwrites General Insurance Business.

It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

Our FSA register number is 202012. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited, Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ.

We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay in respect of that incident.

2. Claims: If you have a claim, or are aware of an incident that could result in a claim, please contact Sterling Insurance Company Limited on 0845 271 1300.

3. Complaints Handling Procedure: A copy of our complaints handling procedure is available on request by writing to the Customer Services Manager at Sterling Insurance Company Limited, 50 Kings Hill Avenue, West Malling Kent ME10 4JX or telephone 0845 271 1300

4. Disability Discrimination Act 1995: In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

5. Duration of contract: The first period of insurance under your Policy will be 12 months unless otherwise requested by you and agreed by the Company.

6. Enquiries or complaints: If you wish to make a complaint about any aspect of our service, you should write to the Customer Services Manager at Sterling Insurance Company Limited, 50 Kings Hill Avenue, West Malling Kent ME10 4JX or telephone 0845 271 1300

Please provide all relevant details of your policy and in particular your policy number to enable your enquiry to be dealt with speedily.

If you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

If you have an enquiry or complaint about the suitability of the policy for your needs or about the advice or service you received from Clear Insurance Management Limited you should contact them directly.

Following this procedure will not affect your legal rights.

7. Financial Services Compensation Scheme: We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS.

8. Law applicable to the contract: We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date. The policy terms and conditions and other information we are required to send you will be supplied in English and we will communicate with you in English throughout the duration of the policy, unless you and we agree otherwise.

9. Premiums: Premiums are payable to Clear Insurance management Limited Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.