

IMPORTANT: Please refer to the NOTICE TO POLICYHOLDER pages for any changes to your Policy cover

Any query should be referred immediately to your Broker

NOTICE TO POLICYHOLDERS

We have made some changes to your Master Tradesman Plus policy booklet with effect from the renewal date. Please ensure that you read this document in conjunction with your Master Tradesman Plus policy booklet as it forms part of the renewal terms and conditions being offered.

A copy of the new complete wording is available from your broker and can also be downloaded from our website at www.coveainsurance.co.uk

Customer Information

We have amended the "Complaints Procedure", as follows:

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively, please contact **Us** using the following details, quoting **Your** Policy or claim number:

Customer Relations, Covea Insurance,
Norman Place, Reading,
Berkshire RG1 8DA.
Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covea Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk

Endorsements

The following statement has been added to the start of this section:

(The following Endorsements only apply if shown on the current Policy Schedule)

We have amended the following Endorsements to read as follows:

2. Premise Restriction

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on buildings or that part of any building (including the grounds thereof) occupied solely as:

- a) private dwellings
- b) shops
- c) offices
- d) hotels
- e) public houses and restaurants
- f) guest houses
- g) schools or colleges
- h) residential, retirement or nursing homes

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on any other premises not defined above.

28. Premise Restriction including 4 Floor Height Limit

We shall only be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with work in or on the first four floors (including basement and attic) of any buildings or that part of any building (including the grounds thereof) occupied solely as:

- a) private dwellings
- b) shops
- c) offices
- d) hotels
- e) public houses and restaurants
- f) guest houses
- g) schools or colleges
- h) residential, retirement or nursing homes

We will not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. work carried out over and above the fourth floor (including basement and attic) of the premises specified above
2. work in or on any other premises not defined above

32. Height Limit – 10 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. any external work undertaken at a height from the ground of more than 10 metres
2. any internal work undertaken at a height from the floor of more than 10 metres.

34. Height Limit – 15 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. any external work undertaken at a height from the ground of more than 15 metres
2. any internal work undertaken at a height from the floor of more than 15 metres.

41. Height Limit – 5 Metres

We shall not be liable in respect of **Bodily Injury** or **Damage** to property caused by or in connection with

1. any external work undertaken at a height from the ground of more than 5 metres
2. any internal work undertaken at a height from the floor of more than 5 metres.

General Conditions

General Condition 2. Alteration in Risk (previously General Condition 6) has been amended to read as follows:

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 10 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus the prevailing rate of Insurance Premium Tax. If an alteration creates a refund of premium, amounts of under **£10** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule** will not be refunded to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told us about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

The following General Condition has been added:

6. Change of Risk or Interest

This Policy shall be avoided if:

- (a) Your interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this Policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

General Conditions 9. Interpretation and 10. Observance of Conditions have been deleted.

General Condition 14. Non Disclosure, Misrepresentation or Misdescription has been replaced as follows:

11. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible, **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless

(c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

General Condition 13. Fraudulent Claims (previously General Condition 15) has been amended to read as follows:

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated, **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury

The following General Condition has been added:

14. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.