



# Self Employed Insurance Summary of Cover

A liability based product for self employed persons, limited companies and partnerships. The product is suitable for businesses trading from home, or with a concession space within a public area, and also businesses which own, hire or lease premises.

This is a summary which highlights the key covers, features and exceptions of the policy. It does not contain the full terms and conditions. Full details of the cover provided and the exceptions and limitations which apply can be found in the policy wording and your policy documentation.

Some of the covers summarised in this document are optional and these are clearly marked as such. Your schedule will show you which covers you have chosen to include.

## Who is the Insurer?

The Insurer of the policy is Aviva Insurance Limited.

## Why Choose Aviva?

We are proud of providing clear, fair and comprehensive products which provide valuable protection and above all, give you the peace of mind that we are here to support you should the worst happen:

- Policy documentation written in simple language clearly stating what is and isn't covered
- Average free cover – we will not reduce the amount of any claim if the sums insured you have selected are not adequate (subject to maximum sum insured payable)
- Money and Assault and Commercial Legal Protection cover provided as standard
- As a Self Employed policyholder you have access to our Legal and Tax, Risk Services and Counselling Helplines and some valuable websites to help you manage your business better – [www.aviva.co.uk/redtape](http://www.aviva.co.uk/redtape) [www.aviva.co.uk/yourbusiness/risk-management](http://www.aviva.co.uk/yourbusiness/risk-management).

**Claims Helpline (24 hours) – 0800 015 1498**

### What's Covered



Protects you against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

#### Cover includes your legal liability for:

- Leased and rented premises
- Wrongful eviction
- Legal costs and expenses in defending prosecutions under
  - all relevant health and safety legislation
  - any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007
  - any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990
- Court attendance costs – up to £500 per day for court attendance at our request by any director, partner or employee
- Up to 15 bona fide sub-contractors or temporary employees whose payments do not exceed 20% of annual turnover.

#### The cover under this section extends to include:

- Personal liability of employees and directors working overseas
- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Employees' and visitors' personal belongings.

**Where applicable to this trade, this cover can normally be extended to include any Professional Treatments you may provide.**

### What's Not Covered



Please refer to the Public and Products Liability section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Work in or on or travel to or from any offshore installation or support vessel
- Exposure to, or inhalation of, or fears of the consequences of exposure to or inhalation of, Asbestos
- Costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- Pollution unless caused by a sudden, identifiable, unintended and unexpected incident
- Liquidated damages, penalty clauses, fines or punitive damages
- The carrying out of any work, or any products supplied, which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device, or the safety or operation of nuclear installations
- Bodily injury or damage to property arising from professional neglect, errors, omissions in or advice given by or on behalf of the insured
- Recalling or making refunds in respect of products supplied
- The first £250 of each and every claim for loss of or damage to hired or rented premises
- Terrorism cover is limited to £2,000,000 per event.

**Terms may apply to Professional Treatments cover, however this is dependent upon the option taken and will be provided at quote stage.**



## Money and Assault

### What's Covered



Cover for loss of money belonging to your business, and/or bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to the business.

#### Cover includes:

- Loss of money
  - From your premises during business hours, or while in transit or a bank night safe – £1,000
  - From a locked safe – £1,000
  - From your or you employees' home – £500
- Damage to your or your employees' clothing or personal belongings, or to any bag or case carrying business money, as a result of theft or attempted theft of money – £500
- Bodily injury to you or your employees caused by theft or attempted theft involving violence or threat of violence – maximum payable £10,000.

### What's Not Covered



Please refer to the Money and Assault section of your policy wording and the combined Property Damage, Money and Assault and Business Interruptions Exceptions for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Shortage due to clerical or accountancy errors
- Loss a result of the fraud or dishonesty of any director, partner or employee of yours not discovered within seven working days of the loss, or more specifically insured elsewhere
- Loss from an unattended vehicle
- Loss or damage occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### What's Covered



Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

#### Cover includes:

- **Property Protection**  
Protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass
- **Legal Defence**  
Defence for you or an employee acting on your behalf if any criminal action (non-motor) or certain civil action is taken against you in connection with your business. Includes prosecution under health and safety legislation and data protection rules
- **Contract Disputes**  
Cover to negotiate disputes relating to an agreement or alleged agreement you have entered into with a customer or supplier for the purchase or sale of goods or service where the amount in dispute exceeds £250. A claim must be made within 90 days of the money becoming due and payable
- **Debt Recovery**  
Negotiating your legal rights to recover money and interest due from the sale or provision of goods or services where the amount in dispute exceeds £250. A claim must be made within 90 days of the money becoming due and payable
- **Tax Protection**  
Representation in investigation and/or appeal proceedings in respect of a Tax Enquiry, Employer Compliance Dispute or a VAT Dispute. Cover applies only to tax claims which arise in direct connection with the activities of the business shown in your schedule
- **Employment Disputes and Compensation Awards**  
Defence of your legal rights under employment legislation, and following a successful action by an employee, or a prospective, alleged or ex employee, we will pay any compensation award made

### What's Not Covered



Please refer to the Commercial Legal Protection section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- In respect of Legal Defence – Criminal Prosecution and/or Disciplinary Hearings, any claim which leads to the insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- In respect of Contract Disputes
  - The cover, claims process or settlement payable under an insurance policy, or the recovery of money and interest due from another party, other than where they intimate that a defence exists
  - Disputes with an insured person or former insured person relating to their contract of employment with you, or disputes arising from a breach or alleged breach of professional duty by an insured person or former insured person
- In respect of Debt Recovery, the settlement payable under an insurance policy, or the recovery of money and interest due from another party where they intimate that a defence exists
- In respect of Tax Protection
  - Claims caused by your failure to register for Value Added Tax and/or PAYE
  - Claims arising from investigations by HM Revenue and Customs Special Investigations Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office
- In respect of Employment Disputes, any claim for damages for personal injury or loss of or physical damage to material property



## What's Covered



- **Service Occupancy**

Cover to negotiate your legal rights against an insured person or former insured person to recover possession of premises owned by you or for which you are responsible

- **Bodily Injury**

Cover to negotiate your, your employees' or family members' legal rights, following bodily injury (non-motor related) which occurs in connection with the business)

- **Statutory Licence Protection**

Appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence.

## What's Not Covered



### You are not covered for:

- In respect of Service Occupancy, any claim relating to defending your legal rights other than defending a counter claim
- In respect of Bodily Injury
  - any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident
  - an insured person's injury or death in a motor vehicle whilst being driven by an insured person or their family members
- In respect of Statutory Licence Protection, any licence appeal which relates to the ownership, driving or use of a motor vehicle
- Costs and expenses where prospects of success do not exist for the duration of the claim
- Claims which are not reported within 180 days of you becoming aware of an incident
- Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- Compensation awards unless you have followed the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment
- Costs and expenses in respect of redundancies, unless you have followed the advice of the legal helpline prior to serving notice of dismissal.

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of law covered by the policy and are required to comply with strict service standards.



#### What's Covered



Provides you with protection against your legal liabilities for bodily injury to your employees, up to a limit of indemnity of £10,000,000 including costs and expenses.

#### Cover includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation, and from any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007
- Work experience and government scheme trainees
- Worldwide cover for employees normally resident in the UK who are temporarily working overseas
- Court attendance costs – up to £500 per day for court attendance at our request by any director, partner or employee.

#### What's Not Covered



Please refer to the Employers' Liability section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Work in or on or travel to or from any offshore installation or support vessel
- Bodily injury to an employee carried in or on, entering or alighting from a vehicle where any road traffic legislation requires insurance or security
- Terrorism cover is limited to £5,000,000 per event.

### What's Covered



Cover for loss or damage to your business equipment, stock and contractors tools.

#### Cover includes:

- Property temporarily removed or in transit anywhere in Europe, and for up to 30 days anywhere in the world
- Theft of property insured from unattended vehicles where force is used to gain entry and such entry causes external and visible damage, and provided the customer obligations for vehicle security are complied with
- Damage to business property occurring during personal use.

Option to include Terrorism cover.

### What's Not Covered



Please refer to the Property Damage section of your policy wording and the combined Property Damage and Business Interruptions Exceptions for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- Mechanical or electrical breakdown or derangement
- Damage to your moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
- Damage resulting from undergoing any process involving the use of heat
- Damage more specifically insured by you or on your behalf
- The first part of any claim (your excess).

### What's Covered



#### Available for Construction Trades only

Cover is on an all risks basis and provides protection for the works, materials and plant including hired in plant for which you are responsible.

Cover operates while you are carrying out building work up to the point a certificate of completion has been issued or the prospective owner or tenant has possession.

#### Cover includes:

- Cover for Damage to private dwellings you have erected on a speculative basis for up to 90 days following practical completion
- Continuing hire charges you are legally responsible for as a result of Damage to any item of hired in plant insured
- Professional fees necessarily incurred as part of the work to reinstate, repair or replace the works.

### What's Not Covered



Please refer to the Contract Works section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- Damage to existing structures or permanent works that have been completed
- Damage to plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement unless you are responsible this under the terms of a contract which is neither a leasing or a hire purchase agreement
- Damage to any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of the trade
- Payments for liquidated damages, fines or any other penalties under contract for delay or non-completion
- Damage caused by pollution or contamination
- Damage by disappearance or shortage which is discovered only when an inventory is taken, or which is not traceable to an event
- The theft of unfixated non-ferrous metals of any description unless at the time of theft, an authorised employee or agent of the policyholder is actually on site, or such property is contained in a securely locked container or building
- The cost of normal upkeep or making good
- The first part of any claim (your excess).



### What's Covered



Your schedule will state whether increase in Costs of Working or Loss of Income cover applies.

#### **Loss of Income Cover is not available for Construction Trades.**

#### **Increase in Costs of Working**

Covering you for additional expenses incurred as a result of an insured loss covered under the Property Damage Section.

#### **Loss of Income**

Covering you for loss of income resulting from an insured loss covered under the Property Damage section.

#### **Cover includes:**

- Damage to property in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man – up to £50,000 for any one claim
- Damage to boilers or other equipment on your premises within which internal pressure is due to steam only.

#### **Where cover is on a Loss of Income basis only, the following are also provided as standard:**

- Cover for accidental failure of your supply of electricity, gas or water at the terminal ends of the utilities service providers' feed to your premises – up to £25,000 per period of insurance
- Cover for accidental failure of telecommunications services at the incoming line terminals or receivers at your premises – up to £100 per day for any one failure, and up to £2,500 in any one period of insurance.

Option to include Terrorism cover.

### What's Not Covered



Please refer to the Business Interruption section of your policy wording and the Combined Property Damage, Money and Assault and Business Interruption Exceptions for full details of what is not covered and/or any limitations that apply.

#### **You are not covered for:**

- Losses excluded under the Property Damage section
- Erasure or distortion of data caused by damage to the equipment on or in which the data is processed or recorded
- Any policyholder that has
  - agreed a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement in accordance with the Insolvency Act 1986
  - an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
  - had a winding up order made or has an administrative receiver or provisional liquidator or receiver appointed
- Accidental failure of public utilities lasting less than four consecutive hours, or caused by industrial action, the deliberate act of any supply authority or the exercise of any supply authority power to withdraw or restrict supply
- Accidental failure of telecommunications lasting less than 24 hours
- Accidental failure of telecommunications caused by:
  - industrial action or the deliberate act of any supplier of telecommunications and internet service
  - the failure of any satellite
  - drought or atmospheric weather conditions unless equipment has been damaged by such conditions.



## Personal Accident

### What's Covered



24 hour cover for you and your employees (up to the age of 75) for accidental bodily injury resulting in death, or permanent or temporary disablement.

#### One unit of cover provides:

- £5,000 for death and capital benefits
- £50 per week for temporary total disablement
- £25 per week for temporary partial disablement.

A maximum of ten units per person can be taken.

### What's Not Covered



Please refer to the Personal Accident section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- The insured person suffering from any disability due to a gradually operating cause
- Suicide or attempted suicide
- Deliberate exposure to danger
- The Insured Person's own criminal act or being declared in a state of insanity
- Taking part in certain hazardous activities
- The effects of alcohol or drugs (other than as prescribed by a doctor) or any treatment for drug addiction.

## Important Questions Answered

### How long does my Self Employed Insurance run for?

Your policy will remain in force for 12 months from the start date (or as otherwise shown in your schedule) and for any period for which you renew your policy, as long as you continue to pay your premium.

### What happens if I buy the insurance and then decide I don't want the cover?

There are no statutory cancellation rights under this policy. There is however a right to cancel on 30 days' notice under Policy Condition – Cancellation.

### How do I make a claim?

Should you need to make a claim under this policy please call our claims line on 0800 015 1498, our line operates 24 hours a day, 365 days a year. Please quote your policy number when calling.

### How do I make a complaint?

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

### Would I receive compensation if Aviva were unable to meet its liabilities?

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations depending on the type of insurance and the circumstances of your claim.



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