

keyfacts

This document provides a summary of the cover provided. You should refer to the policy document for the full terms and conditions and for any specific exclusions and conditions which may have been applied to the policy.

This insurance is underwritten by New India Assurance Co Ltd

Period of cover - 12 months (or as otherwise agreed).

EMPLOYERS LIABILITY		
Significant features and benefits	Significant and unusual exclusions or limitations	Section of the policy that contains further details
<p>Covers Legal Liability for bodily injury including death illness and disease sustained by an employee whilst they are working in connection with the business.</p> <p>Including Legal Costs and Solicitors Fees.</p> <p>Limit of Liability: £10,000,000 any one claim.</p>	<ul style="list-style-type: none"> •Radioactive Contamination •War Risks •Manual work and/or leisure activities in North America •Hazardous Locations •Terrorism •Asbestos •Offshore Installations •Motor Vehicles 	<p>} General Exceptions</p> <p>} Employers Liability Exceptions</p>
Unsatisfied Court Judgements		Employers Liability Exceptions
Indemnity to other persons		Extensions to cover
Health & Safety Defence Costs	Payment of fines or penalties	Extensions to cover
Compensation for Court Attendance Costs any director or partner £250 per day. Any employee £100 per day.		Extensions to cover
PUBLIC LIABILITY		
Significant features and benefits	Significant and unusual exclusions or limitations	Section of the policy that contains further details
<p>Covers Legal Liability for bodily injury or death to any person and damage to third party property during the period of insurance in connection with the business.</p> <p>Including Legal Costs and Solicitor's Fees</p> <p>Limit of Liability: £1,000,000 with an option to increase to £2,000,000 or £5,000,000 for most trades.</p>	<ul style="list-style-type: none"> • Radioactive Contamination • War Risks • Manual Work and/or Leisure activities in North America • Date Change Exclusion • Pollution • Professional Indemnity • Hazardous Locations • Terrorism • Asbestos • Electro Magnetic Fields • Genetically Modified Organisms • Transmissible Spongiform Encephalopathy • Employers Liability • Damage to property in custody or control of the Insured • Libel or slander • Infringement of plans, copyrights, Trademarks etc • Deliberate actions • Products Liability • Fines & Penalties • Aircraft, Watercraft, drilling rigs etc • Mechanically propelled vehicles requiring security under RTA Act • Contractual Liability • Any one occurrence or series of occurrences consequent on one original cause • Property damage excess £250 increasing to £500 in NI or as stated in the schedule 	<p>} General Exceptions</p> <p>} Public Liability Exceptions</p> <p>Public Liability Insurance Cover</p>

PUBLIC LIABILITY (Contd)

Significant features and benefits	Significant and unusual exclusions or limitations	Section of the policy that contains further details
Indemnity to Other Persons		Extensions to Cover
Health & Safety Defence Costs	Payment of fines or penalties	Extensions to Cover
Compensation for Court Attendance Costs any director or partner £250 per day Any employee £100 per day		Extensions to Cover
Defective Premises Act 1972	<ul style="list-style-type: none"> • Cost of repairing defects • Damage to such premises 	Public Liability Extensions
Leased and Rented Premises		Public Liability Extensions
Wrongful Arrest		Public Liability Extensions
Overseas Personal Liability	<ul style="list-style-type: none"> • Where indemnity is provided by any other Insurance • Ownership or use of wild animals, firearms, mechanically propelled vehicles, aircraft or water craft • Ownership or occupation of land or buildings • Carrying on of any trade or profession 	Public Liability Extensions
Data Protection Act	Various refer policy wording for full details	Public Liability Extensions
Contingent Liability for Employees Vehicles		Public Liability Extensions

PRODUCTS LIABILITY

Significant features and benefits	Significant and unusual exclusions or limitations	Section of the policy that contains further details
<p>Covers Legal Liability for bodily injury and death to any person and damage to third party property including Legal Costs and Solicitor's Fees. Happening anywhere in the world during the period of insurance and caused by Products sold, supplied, repaired, altered, treated, installed, serviced, tested or processed in connection with the business.</p> <p>Limit of Liability: £1,000,000 with an option to increase to £2,000,000 or £5,000,000 for most trades.</p>	<ul style="list-style-type: none"> • Radioactive Contamination • War Risks • Manual Work and/or Leisure activities in North America • Date Change Exclusion - Liability • Pollution • Professional Indemnity • Hazardous locations • Terrorism • Asbestos • Electro Magnetic Fields • Genetically Modified Organisms • Transmissible Spongiform Encephalopathy <ul style="list-style-type: none"> • Employers Liability • Damage to property in custody or control of the Insured • Libel or slander • Infringement of plans, copyrights, trade marks etc • Recall, repairing, reconditioning, replacing or testing any product • USA/Canada products • Aircraft, aerial devices, hovercraft, waterborne craft, marine or aviation products <ul style="list-style-type: none"> • In the aggregate • Property damage in excess £250 increasing to £500 in NI or as stated in the schedule 	<p>} General Exceptions</p> <p>} Products Liability Exceptions</p> <p>Products Liability Insurance Cover</p>
Indemnity to Other Persons		
Health & Safety Defence Costs	Payment of fines or penalties	Extensions to Cover
Compensation for Court Attendance Costs any director or partner £250 per day, any employee £100 per day.		Extensions to Cover
Consumer Protection Act 1987 - Defence Costs	<ul style="list-style-type: none"> • Payment of fines or penalties • Deliberate acts or omissions 	Products Liability Extensions

CONDITIONS

Condition	Significant and unusual exclusions or limitations	Section of the policy that contains further details
Precautions	The insured shall take reasonable precautions: a) to safeguard property b) to prevent injury, loss or damage c) comply with statutory, obligations & regulations d) in the selection and supervision of employees	General Conditions
Changes in fact	The Insured shall immediately notify: a) any alteration in the business b) any changes in the facts stated in the proposal form or schedules The Insurance shall cease to be in force if there is: a) misrepresentation, misdescription or non-disclosure of any material particular unless the Company agrees in writing to continue the Insurance.	General Conditions
Claim Procedure (Insured's duties)	a) any loss or proceedings must be notified as soon as possible and a detailed statement submitted within 30 days b) immediate action should be taken to prevent further loss c) shall supply all such particulars, information and assistance as reasonably required d) no admission of liability shall be made without the Company's written consent.	General Conditions
Fraud	All benefit under the policy shall be forfeited if any claim be in any respect fraudulent.	General Conditions
Claim Procedure (Companies rights)	The Company shall be entitled to conduct in the Insured's name the defence or settlement of any claim to recover compensation or secure indemnity.	General Conditions
Other Insurances	If a loss insured under this insurance is covered by any other insurance then the company shall not provide Indemnity except in respect of any excess beyond the amount but for the existence of this policy be payable.	General Conditions
Subrogation	The claimant at the request and the expense of the Company shall permit to be done all such acts by the Company for the purpose of enforcing any rights or obtaining relief or Indemnity from other parties to which the Company shall be entitled to.	General Conditions
Cancellation	The Company may cancel the policy at any time by sending 30 days notice by registered letter to the Insured's home address.	General Conditions
Arbitration	If any difference shall arise as to the amount paid under any section of their policy (liability being otherwise admitted) such differences shall be referred to an arbitrator.	General Conditions
Fire Precautions	It is a condition precedent to Liability that whenever the Insured is using Oxcetylene or similar welding or cutting apparatus or blow lamps or hot strippers or torches are in use away from the Insured's premises: <ul style="list-style-type: none"> • the work place is free from moveable combustible material before operations commence. • the area on the side of the wall or partition is inspected to ensure there are no combustible materials. • appropriate fire extinguishing appliances are kept near the scene of work. • an examination is carried out after each period of work. • blow lamps and torches are lit strictly with manufacturers instructions and not left unattended while alight. 	General Conditions

CLAIM NOTIFICATION

Any loss destruction damage bodily injury claim or proceedings must be notified as soon as reasonably possible to Ingham Underwriting at either;

Premier House
College Road
Ripon
North Yorkshire
HG4 2BP

Pearl Assurance House
15-17 Waterloo Road
Wolverhampton
West Midlands
WV1 4DJ

COMPLAINTS

Any complaint you may have regarding your policy should be addressed to the Intermediary who arranged your Insurance Policy or if you are not satisfied with the way the complaint has been handled to Ingham Underwriting at either;

Premier House
College Road
Ripon
North Yorkshire
HG4 2BP

Pearl Assurance House
15-17 Waterloo Road
Wolverhampton
West Midlands
WV1 4DJ

CANCELLATION RIGHTS

You have the right to cancel the policy at anytime, however any return premium allowable is totally at the discretion of the Underwriters.

COMPENSATION

In the event that New India Assurance Co Ltd is unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.