

## Employers, Public and Products Liability

### Please read this document carefully

This is a summary of the cover provided by your policy. It contains references to the key features and benefits of the policy as well as references to significant or unusual exclusions and limitations. It does not contain the full policy definitions, terms, exclusions and conditions and it is important that you read these fully before making any decision about your insurance. These can be found in the policy document, a copy of which is available from your insurance broker.

### Your commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim you still have adequate and valid insurance cover.

The policy is issued for a 12 month period unless you request otherwise. You should review your cover on a regular basis as inadequate insurance could adversely affect any claim.

### Our obligations

We undertake to provide cover to you according to the terms of the policy schedule and the accompanying policy document. Please make careful note of the exclusions, conditions and the limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this policy is subject to specific limits and excesses. Please refer to your broker for full details.

## Employers Liability

### The Cover

Legal liability for damages and claimants costs in respect of injury sustained by persons employed arising out of and in the course of their employment, as well as legal costs incurred with the written consent of the Insurer. The limit of indemnity is £10,000,000 any one claim other than in respect of terrorism where this shall not exceed £5,000,000.

### Extensions

- Unsatisfied Court Judgements

### Exclusions

- Offshore Work
- Motor Vehicles (passengers)

## Public Liability

### The Cover

Legal liability for damages and claimants costs in respect of accidental injury to any person, accidental damage to property, accidental trespass and nuisance and associated legal costs. The limit of indemnity any one occurrence is stated in the Schedule, other than terrorism where the limit of indemnity shall be £2,000,000 or the limit of indemnity stated in the Schedule, whichever is the lower.

Property damage excess £250 increasing to £500 in Northern Ireland or as stated in the schedule or amended by endorsement

### Conditions

#### Fire Precautions

Whenever there is any process which involves the application of heat away from the Insured's own premises, precautions as contained in the policy wording or as amended by endorsement must be adhered to or policy cover will not apply.

#### Damage to Property in the Ground

Where work is in the vicinity of underground pipes, cables, mains and other underground services reasonable measure as contained in the policy wording must be adhered to or cover will not apply.

### Extensions

- Defective premises Act 1972
- Leased and Rented premises
- Wrongful Arrest
- Overseas Personal Liability
- Data Protection Act
- Contingent Motor Liability
- Movement of Obstructing Vehicles
- Bona Fide Sub Contractors, you must check that bona-fide sub contractors hold a current Employers and Public Liability insurance with a minimum limit of indemnity equal to that of the Policy for the activities to be undertaken

### Exclusions

- Injury to employees
- Property in the care custody or control of the Insured
- Libel, Slander and Intellectual Property
- Products Liability
- Non Performance or Delay
- Marine and Aviation
- Motor Liability
- Contractual Liability
- Manual Work in North America
- Internet or Cyber Liability

## Products Liability

### The Cover

Legal liability for damages and claimants costs in respect of accidental injury to any person, accidental damage to property and associated legal costs. The limit of indemnity is stated in the Schedule and applies in the aggregate to all claims in any one period of insurance

Property damage excess £250 increasing to £500 in Northern Ireland or as stated in the schedule or amended by endorsement

### Extensions

- Consumer Protection Act 1987-Legal Defence Costs
- Food Safety Act Legal Defence Costs

### Exclusions

- Injury to employees
- Property in the care custody or control of the Insured
- Libel, Slander and Intellectual Property



## KEY FEATURES

- Contractual Liability
- Damage to Products
- North American Exports
- Marine and Aviation

### General Extensions

- Indemnity to Other Persons
- Cross Liabilities
- Health and Safety at Work Legal Defence Costs
- Compensation for Court Attendance costs
- Prosecution Defence Costs arising under the Corporate Manslaughter and Corporate Homicide Act 2007 - The Limit of indemnity in respect of any one claim or series of claims arising out of one occurrence and in the aggregate shall not exceed £1,000,000

### General Exclusions

- Radioactive Contamination
- War Risks
- Date Change Exclusion
- Pollution
- Professional Indemnity
- Terrorism
- Asbestos
- Hazardous locations
- Hazardous Work
- You should pay particular attention to hazardous locations and hazardous work definitions, as losses in these locations and for this type of work will only be covered if they are agreed in advance and endorsed on the policy

### General Conditions

#### Precautions

The Insured shall take all reasonable precautions to avoid, prevent or minimize any Injury to employees, third parties or damage to the property of others or to prevent the sale or supply of Products which are defective in any way.

#### Changes in Facts

The insured must notify insurers in writing of any alteration in the premises or in the Business where the risk of loss or damage is increased or any change in the facts stated in the Proposal or Schedule

The Policy shall cease to be in force if there is any misrepresentation, misdescription or non-disclosure of any material facts or if the business of the Insured is wound up or carried on by a liquidator or receiver, put into administration or otherwise permanently discontinued.

#### Claims procedure (Insured's duties)

The Insured shall give immediate written notice to the Insurer of any incident that may give rise to a claim under this Policy and shall give all such additional information as the Insurer may require within thirty days of such incident. Immediate action must be taken to prevent further loss, damage or injury. No admission of liability or settlement of any claim shall be made without the Insurer's written consent.

#### Fraud

All benefit under the Policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any Damage or Injury be occasioned by the wilful act or with the connivance of the Insured.

#### Claims Procedure (Insurer's rights)

The Insurer shall be entitled to take over and conduct in the Insured's name the defence or settlement of any claim.

#### Other Insurances

If loss damage or liability insured under this Policy is covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which would be payable by this policy.

### **Adjustment**

If any part of the Premium is calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such details as the Insurer may require and the Premium for such period shall be adjusted subject to the application of any minimum Premium shown in the Schedule.

### **Subrogation**

Any claimant under this Policy shall at the request and at the expense of the Insurer do and permit to be done all such acts and things as may be necessarily or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties.

### **Subrogation Waiver**

In the event of a claim arising under the Policy the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Company standing the relation of parent to or subsidiary (or subsidiary to parent) of the Insured.

### **Cancellation**

The Insurer may cancel the Policy or any Section thereof at any time by sending thirty days' notice to the Insured's last known address and stating the reason for cancellation, the Insured will become entitled to a return of Premium in respect of the unexpired portion of the Period of Insurance, any such return of Premium is subject to no claim having been paid or being outstanding.

### **Choice of Law and Jurisdiction**

This Policy shall be governed by and construed in accordance with the laws of England and Wales.

### **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Discharge of Liability**

The Insurer may at any time pay the Limit of Indemnity or a smaller amount for which a claim can be settled after deduction of any sum already paid. The Insurer will have no further liability under this Policy for any further payment of such claim.

## **Claim Notification**

Any loss destruction damage bodily injury or proceedings must be notified in accordance with the claims procedure to: This Insurance, Pearl Assurance House, 15-17 Waterloo Road, Wolverhampton, West Midlands, WV1 4DJ. If out of office hours your policy contains an emergency out of office hour's notification phone line.

## **Complaints Procedure**

Any complaint you may have regarding your Policy should be addressed to the insurance advisor who arranged your Policy, or if you are not satisfied with the way the complaint has been handled, to This Insurance at: 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 is totally at the discretion of the Insurers.

## **Compensation**

In the event that Brit Insurance Limited is unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.