

# Land Liability Insurance Policy Summary

The information provided in this Policy summary is key information you should read.

This Policy summary does not contain the full terms and conditions of your Insurance Policy. The full terms and conditions can be found in the Policy document.

This Policy Summary should be read in conjunction with your Policy Schedule.

The insurance cover from the Policy is valid for the duration as specified in your Policy Schedule. You may need to review and update your Policy Schedule periodically to ensure adequacy of cover.

Your insurance cover is arranged by Commercial Express Quotes Limited administered by Cedar Underwriting Limited and fully underwritten by Lloyd's Syndicate 1991 managed by Coverys Managing Agency Limited.

Please note: This Policy Summary may be amended by optional extensions and endorsements to your cover as per your individual Policy Schedule.

## **Significant Features and Benefits**

The Policy document is a complex document and contains a large number of specific terms in relevance. If the terms may however be extended, curtailed or removed in individual cases, depending on the nature of the risks being insured and those covers requested. The Certificate may also contain conditions describing actions that you must take or avoid for any cover to operate.

# Section F. Section 1 – Employers' Liability (this Section only applies if shown in your Schedule) – See also pages 16-17 of your Policy wording

This section should be read in conjunction with the corresponding section in the full Policy wording and Schedule

#### Significant features and benefits of cover

Provides an indemnity for legal liability in respect of Injury sustained by any Employee of the Insured arising out of and in the course of his employment or engagement by the Insured during the Period of Insurance.

#### **Significant and Unusual Exclusions**

The Policy does not cover Injury to any Employee that arises outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands expect in respect of temporary non-manual visits.

#### Section F. Section 2 - Public Liability - See also pages 18-21 of your Policy wording

This section should be read in conjunction with the corresponding section in the full Policy wording and Schedule

#### Significant features and benefits of cover

Provides an indemnity for legal liability in respect of

- Accidental Injury to any person
- Accidental loss of or Damage to Property

Occurring:

- a) within the Territorial Limits.
- b) elsewhere in the European Union in respect work undertaken by Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits.
- c) elsewhere in the world in respect of work undertaken by non-manual directors or non-manual Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits.

during the Period of Insurance in connection with the Business.

# Section F. Section 3 - Products Liability - See also pages 22-23 of your Policy wording

This section should be read in conjunction with the corresponding section in the full Policy wording and Schedule

# Significant features and Benefits of Cover

Provides an indemnity for legal liability in respect of

- Accidental injury to any person
- Accidental loss of or Damage to Property

Happening anywhere in the world during the Period of Insurance and caused by any Product



# Significant and Unusual Exclusions for Section F. Sections 2 and 3

Insurers will not pay under these sections for liability arising from:-

- Terrorism.
- Asbestos.
- Any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- Professional advice given by the insured for a fee or in circumstances where a fee would normally be charged.
- Property belonging to or in the custody or control of the Insured.
- Pollution or contamination other than incidents which are sudden, unidentifiable, unintended and unexpected which take place in their entirety at a specific moment in time and place during the Period of Insurance.

These exclusions are more fully detailed under the relevant sections of your Policy or under the General Exclusions section of your Policy wording.

# Limits of Indemnity

Insurers will not pay more than the sum specified in the Schedule as the Limit of Indemnity for each section.

#### Section F. Section 1 - Employers' Liability – See page 16-17 of your Policy wording

The limit of indemnity is £10,000,000 in any one occurrence, but limited to £5,000,000 in any one occurrence in respect of acts of terrorism and for claims arising from asbestos.

The Employers Liability limit of indemnity is inclusive of your own defence costs.

#### Section F. Sections 2 and 3 - Public and Products Liability – See pages 18-23 of your Policy wording

Public Liability –

The limit of indemnity is as stated in the Schedule and is in respect of any one occurrence or series of occurrences arising out of one originating cause. The public liability limit in respect of Pollution applies to all occurrences during the Period of Insurance.

## Products Liability -

The limit of indemnity applies to any one occurrence or series of occurrences arising from one originating cause during the Period of Insurance but limited in the annual aggregate

Unless stated otherwise, your own defence costs, incurred with our consent, will be covered in addition to these limits.

#### Legal Jurisdiction.

The Insurers will indemnify the Insured against the legal liability to pay damages (including claimant's costs, fees and expenses) in accordance with the law of the United Kingdom.

# Significant General Exceptions

Insurers will not pay under these sections for liability arising from:-

- War;
- Electronic Cyber Liabilities;
- Misuse of the Internet and Extra-net;
- Hazardous Work;

These exclusions are more fully detailed under the General Exclusions section of your Policy wording.

#### Excess

The Excess level applicable to this insurance cover is as stated on your Schedule.

# **Claims Procedure**

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following:

Woodgate and Clark Limited The Red House King Street West Malling Kent ME19 6QT Tel: 01732 848077 Email: <u>new.claims@woodgate-clark.co.uk</u>



The above must be provided with as much information as possible about the claim, including any information which may be required immediately upon request, such as the policy number stated on your Schedule.

#### **Complaints Procedure**

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times.

If Your complaint is about the way in which this Policy was sold to You or whether it meets Your requirements, You should contact Your insurance advisor.

If Your complaint is about the way in which this Policy was arranged, please contact Commercial Express Quotes Ltd using the details below. Commercial Express will send You details on how they will handle Your complaint. Further details are also available on Commercial Express's website at <a href="https://www.commercialexpress.co.uk/complaints">https://www.commercialexpress.co.uk/complaints</a>

The Compliance Manager	Email:
Commercial Express Quotes Limited	complaints@commercialexpress.co.uk
B1 Custom House	Telephone: 0800 978 8007
The Waterfront	
Level Street	
Brierley Hill	
DY5 1XH	
Level Street Brierley Hill	

If Your complaint is about a claim, You should contact Our specialist claims handler, Woodgate and Clark using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

Woodgate and Clark LimitedEmailThe Red HouseTel:King StreetFax:West MallingKentME19 6QTFax:	
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However, in the event that You wish to make a complaint regarding this Policy You should contact **Us** using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

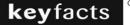
The Compliance Administrator Cedar Underwriting Limited First Floor Offices	Email: complaints@ <u>cedarunderwriting.co.uk</u> Tel: +44 (0)800 612 0344
First Floor Offices Barberry House 4 Harbour Buildings	
Waterfront West Brierley Hill	
DY5 1LN	

We will review Your complaint and ensure that this is forwarded to the Insurers who will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response or have not received a response within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

ME4 4RN	Complaints Lloyd's Fidentia House Walter Burke Way Chatham Maritime Chatham Kent ME4 4RN	Email: Telephone: Fax: Web:	complaints@lloyds.com +44 (0) 20 7327 5693 +44 (0) 20 7327 5225 www.lloyds.com/complaints
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Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at



www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service. If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees), a small business (that has a turnover of less than GBP6,500,000 and employs fewer than 50 persons or has a balance sheet total of less than GBP5,000,000), a charity with less than GBP6,500,000 annual income, a trustee of a trust with net asset value of less than GBP5,000,000 or an individual who act as personal guarantors for loans to businesses they're involved in , You may refer the matter to the following organisation:

Financial Ombudsman Service Exchange Tower Harbour Exchange	Tel:	complaint.info@financial-ombudsman.org.uk For UK callers: 0800 023 4567 (free phone), or 0300 123 9123 (but charges apply)
London	Tel:	For callers from abroad: +44 (0)20 7964 0500 (charges apply)
E14 9SR	Web:	www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

#### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Scheme PO Box 300 Mitcheldea GL17 1DY		Compensation	Email: Tel: Tel: Web:	enquiries@fscs.org.uk For UK callers: 0800 678 1100 (free phone) For callers from abroad: +44 (0) 20 7741 4100 www.fscs.org.uk
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#### **Cancellation rights**

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document.

The Insured may cancel this Policy at any time by giving the Insurers written notice and in such event the Insurers will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

- 1. No claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2. A minimum premium of £150 plus Insurance Premium Tax being retained by the Insurers

Number of months on cover from commencement of the Period ofInsurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%