

## Liability Per Capita Insurance Policy Summary

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

This 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.

The insurer is Certain Underwriters at Lloyd's (Syndicate 1991 at Lloyd's)

The Policy period is detailed in your schedule. The Policy is normally valid for 12 months and renewable annually.

### Significant Features and Benefits

The Policy is a complex document and contains a large number of specific terms in relevance. 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 Policy may also contain warranties describing actions that you must take or avoid for any cover to operate.

### Section A-Employer's Liability

Use this section with the corresponding schedule in the full Policy wording

Significant features and benefits of cover

Injury sustained by any Person Employed by You arising out of and in the course of their employment or engagement by You during the Period of Insurance.

Significant and Unusual Exclusions

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

### Section B-Public Liability

Use this section with the corresponding schedule in the full Policy wording.

Significant features and benefits of cover

Accidental Injury to any person

- Accidental loss of or Damage to Property
- anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man during the Period of Insurance and arising out of the Business.

### Section C-Products Liability

Use this section with the corresponding schedule in the full Policy wording

Significant features and Benefits of Cover

- 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 Sections B & C

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

- Terrorism.
- Asbestos.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- design, formula, specification, technical or professional service or advice given by **you** for a separate fee or in circumstances where a separate fee would normally be charged or by anyone acting on **your** behalf
- Goods in the custody or control of the Insured.
- Damage to
  - i. The works
  - ii. Property for which there is a contractual requirement to effect insurance (other than Public Liability Insurance)
  - iii. Property for which there is a contractual requirement to effect insurance by reason of clauses 21.2.1 of the 1980 edition of the joint contracts tribunal conditions of contract or by any similar conditions.
- Pollution or contamination other than incidents which are sudden, identifiable, unintended and unexpected occurring in its entirety at a specific time and place during the Period of Insurance

These exclusions are more fully detailed in the Policy document.

## Significant Exclusions to Sections A, B & C

- Ionising radiations
- Punitive or exemplary damages
- Any work in connection with
  - i. the construction alteration or repair of bridges towers steeples chimney shafts blast furnaces viaducts dams canals or mines
  - ii. pile driving, tunnelling mining or quarrying
  - iii. the use of explosives for any purpose
  - iv. ship repair/ship breaking work on vessels aircraft or airports
  - v. work on offshore installations
  - vi. work underwater

These exclusions are more fully detailed in the Policy document.

## Limit of Indemnity

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

### Section A, Employer's Liability

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

Underwriters will also pay Defence Costs in the defence or settlement of any claim under this Section.

### Sections B & C, Public and Products Liability

The limit of indemnity cover applies 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.

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

### **Governing Law and Jurisdiction**

Unless specifically agreed to the contrary this **Policy** will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

### **Excess**

The amount **You** will have to pay towards each separate claim as stated in the **Schedule**.

### **Claims Procedure**

To make a claim please contact our specialist claims handler at the following details:

Woodgate and Clark Limited  
The Red House  
King Street  
West Malling  
Kent  
ME19 6QT

Telephone: +44 (0) 1732 520273  
Out of office hours: +44 (0) 1732 520270  
Email: new.claims@woodgate-clark.co.uk

### **General Conditions**

#### **Reasonable Precautions**

**You** must at **your** own expense:

- (i) take all reasonable precautions to prevent **Injury** or **Damage** and the sale or supply of **Products** which are defective in any way
- (ii) exercise care in the selection and supervision of **Persons Employed**
- (iii) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime take any additional precautions as the circumstances require
- (iv) cease any activity that has given rise to the **Damage** or **Injury** or can reasonably be expected to give rise to further **Damage** or **Injury**.
- (v) comply with all statutory requirements and other safety regulations imposed by any authority
- (vi) comply with all the terms and conditions of this **Policy** and ensure that any actions required by the **Policy** have been completed. Failure to comply may result in **your** claim being declined or only paid in part.

#### **Change of Risk**

**You** must give notice to **us** as soon as possible of any alteration or any change of;

- (i) circumstances which materially affects the risk insured by this **Policy**; and
- (ii) any material change to the information provided in the **Proposal**.

#### **Conditions Precedent**

This policy contains a number of conditions precedent, please refer to your Schedule and any attached Endorsements for the conditions precedent to your policy

#### **Warranties**

Every warranty will from the time that the warranty attaches, apply and continue to be in force during the whole currency of this Policy

### **Breaches of warranties or conditions precedent**

We will have no liability for any claim arising from a loss occurring, or attributable to something happening, after any breach of warranty but before such breach has been remedied.

We will not be liable for any claim arising in circumstances where compliance with a term (other than one defining the risk as a whole) would tend to reduce the risk of

- i) Loss, Injury or Damage of a particular kind,
- ii) Loss, Injury or Damage at a particular location or
- iii) Loss, Injury or Damage at a particular time

unless you establish that the non-compliance could not have increased the risk of the loss, Injury or Damage which actually occurred in the circumstances in which it occurred.

### **Cancellation rights**

You may cancel this Policy at any time by notifying Commercial Express Quotes Limited via Your insurance adviser.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this Policy is cancelled prior to or within the cooling-off period You must return to Us all Policy documentation.

If this Policy is cancelled after the cooling-off period You must return to Us any Employers' Liability Certificate if one was issued.

### **Your Cancellation Rights**

#### **Prior to the start of the Period of Insurance**

If You decide to cancel this Policy and You provide Commercial Express Quotes Limited via Your Insurance advisor with Your written instruction before the start of the Period of Insurance and no cover is to be provided by Us, You will be entitled to a full refund of the premium.

#### **During the cooling-off period of 14 days**

You have the statutory right to cancel this Policy within 14 days from the purchase of this Policy or its renewal date or from the day on which You receive this Policy or renewal documentation, whichever is the later.

To cancel this Policy You must advise Commercial Express Quotes Limited via your insurance advisor without delay.

Upon receiving Your instructions, We will cancel this Policy:

where You request that no cover is to be provided by Us, You will be entitled to a full refund of premium alternatively;

where You request this Policy coverage to be operative for a limited number of days within the cooling-off period You will be entitled to a refund of premium paid, less a deduction for any time for which We have provided cover. This is calculated in proportion to the time We have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the full premium.

### After the cooling-off period

You may cancel this Policy at any time by giving notice in writing to Commercial Express Quotes Limited via your insurance advisor.

Upon receiving Your instructions, We will cancel this Policy and provided there have been no claims or circumstances having occurred which may give rise to a claim You will be entitled to a refund of premium paid in accordance with the table below.

Number of months on cover from the commencement of the Period of Insurance	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%

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £45.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

### Our Cancellation Rights

We may this insurance by giving You 30 days' notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

- i) non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance this has the same effect as if **You** have never had any cover or protection from this Policy.
- ii) a change in risk occurring which means that We can no longer provide You with insurance cover;
- iii) Your non-cooperation or failure to supply any information or documentation We request;
- iv) Your threatening or abusive behaviour or use of threatening or abusive language.

If this Policy is cancelled then, provided a claim or the possibility of a claim has not been notified to Us You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. If We decide to cancel this Policy Commercial Express Quotes Limited will advise You by sending a letter of cancellation to Your last known address.

## Complaints Procedure

**We** are dedicated to providing a high-quality service and **We** want to ensure that **We** maintain this at all times. However, in the event that **You** wish to make a formal complaint **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 Officer

Syndicate 1991

71 Fenchurch Street

London

EC3M 4BS

Email: [complaints@dtw1991.com](mailto:complaints@dtw1991.com)

Tel: +44 (0)20 7977 0847

Fax: +44 (0) 20 7283 9872

**We** will review **Your** complaint and 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 from **Us** 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:

Complaints Lloyd's

Fidentia House Walter Burke Way

Chatham Maritime Chatham

Kent

ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://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 charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, **You** may refer the matter to the following organisation:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://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 Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU  
[www.fscs.org.uk](http://www.fscs.org.uk)