

COMBINED LIABILITY INSURANCE – POLICY SUMMARY

INTRODUCTION

This is a summary of cover only. Please refer to the policy wording for full details of the policy cover, terms and conditions.

ABOUT THE POLICY

This insurance is underwritten by a consortium of insurers led by Royal & SunAlliance Insurance plc.

DEMANDS AND NEEDS

This policy meets the demands and needs of individuals or companies that require insurance against their legal liabilities for injury to third parties and / or employees and / or damage to third party property.

LAW APPLICABLE TO CONTRACT

English Law will be applicable to the contract of insurance between us, unless otherwise stated in your Policy's terms and conditions.

The language used in this Policy and any communication relating to it will be English.

POLICY COVER

This policy will provide you with Employers Liability and Public/Products Liability Insurance if specified in the Policy Schedule.

DURATION OF THIS INSURANCE

This policy will be issued for an annual period or shorter time if agreed and specified in the Policy Schedule.

YOUR BUSINESS AND STATEMENT OF FACT

This policy will cover you against the activities specified in the Statement of Fact and agreed by the Underwriters. If there are any alterations to your business activities you should advise us immediately.

TERRITORIAL LIMITS

You will be insured within Great Britain Northern Ireland the Channel Islands or the Isle of Man and, while temporarily engaged in business, visits outside these territories other than within the United States of America or Canada.

KEY FEATURES OF COVER

Section 1 - Employers Liability

(Operative if specified in the Policy Schedule)

This policy provides protection in respect of legal liability for damages including claimant legal costs for;

- Injury to any Person Employed caused during the period of insurance and arising out of and in the course of employment. Injury is defined as bodily injury death disease or illness.

The Limit of Indemnity for Employers Liability is £10,000,000 any one event (restricted to £5,000,000 in respect of Terrorism and Asbestos)

Principal exclusions from the Employers' Liability section:

- 1 Nuclear risks
- 2 Injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Community
- 3 Offshore risks

Section 2 - Public and Products Liability

(Operative if specified in the Policy Schedule)

This policy provides cover in respect of legal liability for damages including claimant legal costs for;

- Accidental Injury to any person
- Accidental loss or damage to third party Property

happening during the period of insurance in connection with the Business.

The limit of indemnity will be specified in the Policy Schedule but will be a minimum £2,000,000 any one claim (any one period in respect of Products liability)

Principal exclusions from the Public / Products Liability section:

- 1 Risks that require more specific insurance, for example the use of motor vehicles, boats, aircrafts
- 2 Bodily Injury to any Person Employed
- 3 Damage to Property in the custody or control of the Insured
- 4 Pollution or contamination unless sudden and accidental
- 5 Costs of repair, recall or replacement of defective products
- 6 Advice, design or specification for a fee
- 7 Fines and penalties
- 8 Nuclear risks
- 9 Arising from hypnotism hypnotherapy and the like
- 10 Use of pyrotechnics explosives or any special effect involving fire or explosion other than use of flash cotton flash string or flash

CANCELLATION RIGHTS

This policy **does not** entitle you to a cooling off period.

RENEWING YOUR POLICY

At least 21 days before each policy renewal date, you will be advised of the premium and terms and conditions that will apply for the following year. All premiums quoted are inclusive of Insurance Premium Tax.

Please note in normal circumstances your premium is due to be paid in full by the inception date of the policy, unless you have specifically agreed alternative payment methods. Failure to pay within the terms may result in your Insurance being cancelled.

HOW TO MAKE A CLAIM

In the unfortunate event that you need to make a claim, please contact us as soon as possible. Contact details are listed below. **Please note that late notification can lead to claims being repudiated.**

FINANCIAL SERVICES COMPENSATION SCHEME

Royal & SunAlliance Insurance plc and all other consortium insurers are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if they are unable to meet it's obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information is available from

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0800 678 1100
Web: www.fscs.org.uk

DETAILS OF OUR REGULATOR

Royal & SunAlliance Insurance plc and all other consortium insurers are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk or the FCA can be contacted on 0800 111 6768.

HOW TO MAKE A COMPLAINT

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases we will be able to resolve any concerns and you should contact us directly.

Alternatively if you need to complain please contact the Pen Underwriting Limited Complaints Officer quoting your policy or claim number.

Pen Underwriting Limited Complaints Officer
3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH
Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone: 0800 0234567 (for landline users);
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

ADDITIONAL INFORMATION

If you require any further information or wish to request a copy of the policy wording – please contact

Hencilla Canworth Limited
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ

Tel: 020 8686 5050
Fax: 020 8686 5559
e-mail: mail@hencilla.co.uk

**hencilla
canworth**

Incorporating **first act** a trading name of Hencilla Canworth Limited

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mail@hencilla.co.uk
www.hencilla.co.uk

Hencilla Canworth Limited are authorised and regulated by the Financial Conduct Authority