

Combined Liability
Policy Summary



Summary Overview

This policy summary is to help you understand the cover that your insurance provides. It summarises the key features and benefits of your **Combined Liability** policy together with significant exclusions, but you still need to read the policy wording, schedule and any endorsements for a full description of the terms of the insurance. This policy summary does not form part of the policy wording.

The tables below summarise the key features of the cover and significant exclusions, conditions and limitations included as standard. For a full list you should consult the policy. Your schedule will show which covers (including optional covers) you have chosen together with any additional endorsements that apply.

This summary shows standard limits for “Included Cover” stated in this summary which may be increased on request and when agreed by us will be shown in your schedule or by endorsement and will take precedence over the standard limits stated in the policy.

This summary does not include the effects of endorsements, which you should review with special care to ensure you understand how these may amend this standard summary of policy cover.

The wording is structured consistently in each section of cover to enable you and your insurance adviser to understand the cover provided and any requirements on you. Unless modified by endorsement:

- The standard policy does **not** contract out of any part of the Insurance Act 2015.
- The standard policy does not contain any conditions precedent to our liability.

Policy Documentation

It is important that you check all of the below:

- The policy wording, which provides the detailed terms applying to your insurance, including duties with which you must comply.
- The schedule, which identifies the sections of cover you have chosen for your business and provides details of sums insured, limits and excesses specific to your business.
- Any endorsements to the wording, which may add conditions or exclusions or make other amendments to the policy which are specific to your business or business sector.
- Any information you or your insurance adviser provide to us, including any Statement of Fact if applicable, to ensure that it is correct, complete and free of any misrepresentation.

If the trade or particular risks involved in your business require variations to be made by endorsement, that endorsement will clearly identify and explain each change.

Please review all conditions that apply, both specific to a section of cover or General Conditions that apply to the whole policy, or as may be additionally contained within endorsements. These set out your duties, conditions of coverage and policy limitations. Your failure to comply with these conditions, including a general requirement to take all reasonable precautions to avoid or minimise loss, may mean that a claim is declined or claim payment reduced. You may also be required to prove that you have complied with policy conditions.

An excess will apply to all losses under this policy, except in respect of the Employers' Liability section. This is the amount payable by you and will be shown in the policy and schedule and if amended by endorsement or updated schedule.

It is important that you review and update your cover periodically to ensure it remains accurate and meets your needs.

Period of Insurance

The policy provides cover for twelve (12) months or as shown in your schedule and is renewable annually.

Choice of Law

This policy is governed by the English law.

What does the Combined Liability insurance cover?

This policy provides a range of optional covers, including, employers' liability, public liability and products liability. It is designed to allow you and/or your insurance adviser to select cover suitable for the demands and needs of your business.

Cover is provided for businesses located in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Who insures the Combined Liability Policy?

This Insurance is underwritten by Syndicate 1991 at Lloyd's which is managed by Coverys Managing Agency Limited. Coverys Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Company Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk.

Information you give us

Coverage under the **Combined Liability** policy is dependent upon the information you give when applying for the insurance. You must make a fair presentation of the risk when you first take out the policy and also whenever you renew it or ask us to change your cover. You must be careful when answering our questions and make sure that:

- You provide us with all material information in a clear and accessible form, having made reasonable searches and enquiries of all information available to you.
- All information you provide, including your answers to any Statement of Fact, is accurate, complete and free of any misrepresentation.

If you deliberately or recklessly provide incorrect or misleading information we may decline all claims and treat the policy as though it had never existed.

If you fail to make a fair presentation of the risk, but your failure is neither deliberate nor reckless, it could adversely affect your policy and claim. We could, for example, amend policy terms to reflect a fair presentation, reduce claim payments or (if we would not have insured you) treat the policy as though it had never existed and return the premium.

Please check the information you have provided to us, in any proposal, questionnaire or Statement of Fact. If you have any doubts about the information provided, or what you should disclose, please tell us or your insurance adviser.

Changes during the Policy Period

If during the period of insurance you become aware of any material changes to the information you provided to us, you or your insurance adviser must inform us as soon as reasonably practicable. The policy excludes cover for claims arising from or connected to material changes unless we have agreed to extend cover. If we extend cover we are entitled to revise the premium and/or policy terms to reflect such changes. In some cases where the risk has materially changed we may decide to cancel the policy. We may be entitled to treat the policy as cancelled if you are late in notifying us of material changes. See page 7 of the policy for details.

Section 1 – Employers’ Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from bodily injury to any employee in the course of their employment in your business.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
Legal liability to any employee arising from bodily injury sustained during their employment during the period of insurance. This covers injury, death, disease or illness, including mental anguish or shock.	✓	The Limit of Indemnity as shown in your schedule	Cover Limitations <ul style="list-style-type: none"> — Employment must be within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas extension. — All costs and expenses are included within the Limit of Indemnity
Injury arising from an act of terrorism	✓	£5,000,000	
Extensions			Exclusions <ul style="list-style-type: none"> — Offshore — Overseas medical costs and repatriation fees — Compulsory insurance required by road traffic legislation — Acts of terrorism other than as required under statute
Injury arising from accidental discovery of asbestos	✓	£5,000,000	
Court attendance costs	✓	£500 per day per director or partner/ £250 per day per employee	
Indemnity to other persons/parties such as directors or employees	At your request		
Non-manual work overseas and manual work in the European Economic Area	✓		Conditions <ul style="list-style-type: none"> — You must repay us if compulsory insurance requires payments beyond the sums otherwise payable under the policy — You are required to comply with statutory regulations for personal protective equipment and/or the provision and use of work equipment
Statutory defence costs of proceedings under Corporate Manslaughter/ Corporate Homicide or Health and Safety at Work Acts	✓	£250,000 in any period of insurance	
Unsatisfied court judgments	✓		

Section 2 – Public Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
<p>Legal liability to third parties for:</p> <ul style="list-style-type: none"> — Accidental bodily injury or property damage. This covers injury, death, disease or illness, including mental anguish or shock — Accidental trespass or nuisance — Wrongful arrest or malicious prosecution in relation to shoplifting 	<p>✓</p> <p>✓</p> <p>✓</p>	<p>The Limit of Indemnity as shown in your schedule</p>	<p>Cover Limitations</p> <ul style="list-style-type: none"> — Cover applies within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas business and personal liability extension — All costs and expenses are included within the Limit of Indemnity
<p>Extensions</p> <ul style="list-style-type: none"> Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts Court attendance costs Legal liability incurred under Defective Premises Act 1972 Indemnity to other persons/parties such as directors or employees Indemnity to principals Motor contingent liability Overseas business and personal liability Statutory defence costs of proceedings under Corporate Manslaughter/ Corporate Homicide or Health and Safety at Work Acts 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>At your request</p> <p>At your request</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>£500 per day per director or partner/ £250 per day per employee</p> <p>£250,000 in any period of insurance</p>	<p>Exclusions:</p> <ul style="list-style-type: none"> — Use of aircraft or watercraft or work on any aircraft or aerial device or in any airport or aerodrome — Contractual liability unless such liability would have attached without a contract — Property in your custody and control (with limited exceptions) — Damage to owned leased or rented premises (solely assumed under an agreement) — Damage to property worked upon — Defamation, libel and slander — Defective workmanship — Fungus, toxic mould and mildew — Hazardous substances — Injury to employees — Motor liability — Products liability — Professional advice and design — Pollution, unless caused by a sudden, accidental, unintended and unexpected incident — Use of heat away from your premises

Sudden and accidental pollution

✓

Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the period of insurance for both Public and Products Liability

— Before we cover you under this section, you shall be responsible for any excess

Section 3 – Products Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property arising from products supplied.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
<p>Legal liability to third parties arising from accidental bodily injury or property damage caused by products supplied. This covers injury, death, disease or illness, including mental anguish or shock.</p> <p>Extensions</p>	✓	The Limit of Indemnity as shown in your schedule	<p>Cover Limitation</p> <ul style="list-style-type: none"> — Products must be supplied by you from your premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands — All costs and expenses are included within the Limit of Indemnity — The policy does not provide cover for products exported to North America
<p>Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts legislation</p>	✓		<p>Exclusions:</p> <ul style="list-style-type: none"> — Use of aircraft or watercraft — Contractual liability unless such liability would have attached without a contract — Product failure due to its design — Fungus, toxic mould and mildew — Hazardous products including products used: <ul style="list-style-type: none"> — in aircraft or aerial devices — in medical equipment or for use in or on the human body — pharmaceuticals or cosmetic products
<p>Court attendance costs</p>	✓	£500 per day per director or partner/ £250 per day per employee	
<p>Indemnity to other persons/parties such as directors or employees</p>	At your request		
<p>Statutory defence costs of proceedings under Corporate Manslaughter/ Corporate Homicide or Health and Safety at Work Acts</p>	✓	£250,000 in any period of insurance	
<p>Sudden and accidental pollution</p>	✓	Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the period of insurance for both Public and Products Liability	<ul style="list-style-type: none"> — Product recall and refund — Professional advice and design — Pollution, unless caused by a sudden, accidental, unintended and unexpected incident — Before we cover you under this section, you shall be responsible for any excess

General Exclusions and Conditions

The following General Exclusions and General Conditions apply to your entire policy, except where otherwise stated in the policy. Please read your policy wording for full details.

General Exclusions

For full detail of these exclusions please refer to Pages 31, 32 and 33 of the policy wording

- Asbestos
- Biological or Chemical Materials
- Confiscation and Requisition
- Coronavirus
- Cyber Risks
- Industries Gradual Seepage, Pollution and Contamination
- Insolvency
- Material Change of Insured Risks
- North America Domiciled and Jurisdiction
- Offshore Installations
- Other Insurance
- Punitive and Exemplary Damages
- Radioactive Contamination
- Terrorism
- War

General Conditions

These General Conditions set out your duties, conditions of coverage and policy limitations. Your failure to comply with these conditions may mean that a claim is declined or claim payment reduced. For full detail of these General Conditions please refer to Pages 9, 34, 35 and 36 of the policy wording.

- Access
- Change of Risk or Interest
- Compliance
- Conduct and Control of Claims (page 9)
- Contracts (Rights of Third Parties) Act 1999
- Cross Liability
- Data Protection
- Inspection and Audit
- Law and Jurisdiction
- Other Insurance
- Premium Adjustment
- Reasonable Precautions
- Sanctions
- Survey Requirements

How to make a claim

You must give us notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after you become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this policy and within seven (7) days after receipt of a claim form or summons. Please consult page 9 of the policy for additional conditions concerning notification and claims handling which may apply to specific losses.

If you wish to make a claim, please contact:

Woodgate and Clark Limited
42 Kings Hill Avenue, Kings Hill,
West Malling, Kent, ME19 4AJ.

Telephone: +44 (0) 1732 520273.

Outside of office hours please ring +44 (0) 1732 520270.

Email: newclaim@woodgate-clark.co.uk

It will be helpful when reporting a claim if you are able to advise the policy number and brief details of the claim.

Cancellation by you

If you find that this cover does not meet your requirements or you do not want the insurance you can cancel it at any time. The refund of any premium paid will depend upon when you cancel the policy.

- 1 Within the first 14 days after purchasing a policy or its renewal or from the day on which you receive this policy or renewal documentation, whichever is the later.

We will provide a refund of the premium paid less a deduction for the number of days cover you have had provided that:-

- you have not made a claim
- we have not been notified of a claim or circumstance that may give rise to a claim.

- 2 After the first 14 days you can cancel the policy at any time. If you have not made a claim or we have not been notified of a claim or circumstance that may give rise to a claim, we will provide a refund of premium paid less a deduction for the number of days cover you have had and, if advised to you already, an additional administration charge.

To cancel a policy please contact us or your insurance adviser.

Cancellation by us

We can cancel this policy by giving you 30 days notice in writing. We will only do this for a valid reason. Examples of a valid reason include:-

- Fraud or dishonest acts
- non-payment of premium
- a change in risk which means we can no longer provide insurance cover
- non-co-operation or failure to provide us with information we request

Your Personal Information Notice

Who we are

We are the Subscribing Insurers in this policy.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes personal data such as your name, address, contact details and other information that we collect about you in connection with the insurance cover from which you benefit. This information may also include more sensitive data such as information about your health and any criminal convictions.

In certain circumstances, we may need your consent to process certain information about you and this is explained in our privacy policy. Where we need your consent, we will ask you for it specifically. You do not have to give your consent, and you may withdraw your consent at any time. However, if you do not provide your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit. It may also prevent us from providing cover for you or handling your claims.

For the purpose of providing insurance and handling claims or complaints your information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if you claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. We will only disclose your personal information in connection with the insurance coverage that we provide and to the extent required or permitted by law.

If you provide other people's details to us

Where you provide us or your insurance adviser with information about other people, you must make them aware that you are doing so. Where possible, you should also provide them with this notice.

If you would like more information

For more information about how we use your personal information, please see our privacy policy, which is available on our website (www.dtw1991.com/pages/privacy-policy) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s) you should contact the insurance adviser who provided you with your insurance in the first instance, or directly with us by contacting:

The Data Protection Officer
Coverys Managing Agency Limited
6th Floor
One Creechurch Place
Creechurch Lane
London EC3A 5AF

+44 20 3923 3000

Data.protection@coverys.co.uk

What if I have a complaint?

We are committed to providing you with the highest level of service. If you wish to make a formal complaint please contact:

The Compliance Officer
Syndicate 1991
6th Floor, One Creechurch Place, Creechurch Lane, London, EC3A 5AF.

Telephone: +44 (0) 20 3923 3120
email: complaints@dtw1991.com

We will review your complaint and will respond within 14 calendar days from receipt. If you are not satisfied with the response 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

Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

Web: www.lloyds.com/complaints

If you remain dissatisfied you may have the right to refer your case to the Financial Ombudsman Service.

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9123

Making a complaint will not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

The insurer of this policy is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if they cannot meet their obligations to you. This depends on the type of business and the circumstances of the claim. Further information about compensation is available from the FSCS at www.fscs.org.uk.



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and the Prudential Regulation Authority