



## COMBINED LIABILITY INSURANCE

### POLICY SUMMARY

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This is a summary only and you should refer to the full terms and conditions in your policy documents or consult your broker for more information.

**Product name:** Combined Liability Insurance (MUM Liab 07 17)

**Type of Insurance:** Combined Liability

**Underwritten By:** Manchester Underwriting Management Ltd

### Type of insurance and cover

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This is a liability policy providing cover for the following optional sections:

- Employers liability, giving protection against your legal liability for damages and legal costs arising from injury to any person employed by you in the course of their employment in your business in the United Kingdom;
- Public liability, giving protection against your legal liability for damages and legal costs arising from accidental injury to members of the public, or accidental damage to their property in the United Kingdom;
- Products liability, giving protection against your legal liability for damages and legal costs arising from accidental injury or accidental damage to property resulting from products made or supplied by you;

The actual cover provided is shown in your Quotation, Policy Schedule & Wording.

### Period of cover

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The Period of Insurance is typically 12 months but can be more or less – refer to the policy Schedule for the Period of Insurance applicable.

### Geographical scope

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The policy's geographical restrictions are set out in Sections A, B and C and are summarised below.

#### Significant Features & Benefits

##### All Sections

- ✓ Indemnity to Principal, providing cover to your Principal where required under your contract with them
- ✓ Compensation for court attendance

##### Section A – Employers' Liability

- ✓ Temporary non-manual work overseas by employees normally residing in the United Kingdom
- ✓ Unsatisfied court judgments

##### Section B – Public Liability

- ✓ Temporary non-manual work overseas by directors and employees normally residing in the United Kingdom
- ✓ Defective Premises and Leased Premises
- ✓ Pollution arising from a sudden, identifiable, unintended and unexpected incident
- ✓ Overseas personal liability for you and any of your directors, employees or any spouse or child with them
- ✓ Indemnity against damages, costs and expenses as described in Section 13 of the Data Protection Act 1998
- ✓ Contingent liability (non-owned vehicles)
- ✓ Car Park & cloakroom liability (other than where provided for a fee)

*Significant Features & Benefits continued...*

## Significant Features & Benefits ...continued

### Section C – Products Liability

- ✓ Includes Products Liability as the result of a product's non-performance, unless specifically excluded in the Policy Schedule
- ✓ Pollution arising from a sudden, identifiable, unintended and unexpected incident

### Prosecution Defence Costs Extension

- ✓ Prosecution defence costs and representation at inquiries (e.g. Health & Safety and Corporate Manslaughter legislation, Consumer Protection Act and Food Safety Act) in respect of an offence, breach or incident in the United Kingdom during the period of insurance which is covered under Sections A,B or C

## Significant Limitations

### All Sections

- ! It is a condition of the insurance that you do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos

### Section A – Employers' Liability

- ! 5,000,000 GBP limit of indemnity including costs and expenses for claims arising from Terrorism
- ! 5,000,000 GBP limit of indemnity including costs and expenses for claims arising from Asbestos

### Prosecution Defence Costs Extension

- ! 1,000,000 GBP total limit of indemnity for prosecution defence costs and representation at inquiries, inclusive of up to 100,000 GBP total limit of indemnity for prosecution costs awarded against you, payable in addition to the limits of indemnity under Sections A,B and C

## Main Exclusions

### All Sections

- × Any judgment award or settlement made within the USA or Canada (or any countries, territories, possessions, dependencies or protectorates which operate under their laws) or an order made anywhere else to enforce that judgment award or settlement except under Section B – Public Liability in respect of Temporary non-manual work overseas by directors and employees normally residing in the United Kingdom
- × Punitive, exemplary or aggravated damages
- × Fines or penalties of any kind
- × Computer Hacking or Misuse
- × Radioactivity
- × War

### Section A – Employers' Liability

- × Liability for bodily injury to an employee where compulsory insurance or security is required by Road Traffic Acts
- × Work Offshore, unless specifically advised & quoted

*Main Exclusions continued...*

## Main Exclusions ...continued

### Section B – Public Liability

- × Property in your/your employees' care, custody and control except:
  - ✓ property in your employees' and visitors' vehicles
  - ✓ as covered under the car park & cloakroom liability extension
  - ✓ premises you occupy temporarily whilst carrying out work on those premises
- × Ownership or use of any craft or vehicle licensed for road use
- × Pollution or contamination occurring in the USA or Canada
- × Advice, design or specification given for a fee
- × Liquidated damages
- × Asbestos
- × Terrorism

### Section C – Products Liability

- × Costs of repairing, reconditioning, replacement, removal, recalling or making refunds, or breaking out of any product
- × Products used in any aircraft, aerial devices, hovercraft, offshore installation, waterborne craft, or for marine or aviation purposes, unless specifically advised and quoted
- × Products for delivery or use in the United States of America or Canada, unless specifically advised and quoted
- × Pollution or contamination occurring in the USA or Canada
- × Liquidated damages
- × Asbestos
- × Terrorism

## General information

### Endorsements

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This policy may contain endorsements which enhance or restrict the standard coverage. These endorsements are listed in the policy schedule and it is important you read them carefully and raise any queries with your insurance broker. Failure to comply with the terms of an endorsement could result in a claim being declined.

### CANCELLATION

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You may cancel the insurance at any time. You will receive a refund of premium that is pro rata to the period that you have been on cover provided that you haven't made a claim. We may cancel the insurance by giving you 30 days' notice. The precise terms of cancellation are set out in the policy.

### CLAIMS PROCESS

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Notice of a claim or circumstance should be given in writing to your broker or to us at Manchester Underwriting Management Limited, Link House, St Mary's Way, Chesham, HP5 1HR.

### COMPLAINTS

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Complaints must be referred in the first instance to Manchester Underwriting Management Ltd, Link House, St Mary's Way, Chesham, HP5 1HR (tel. 01494 770700 or email [complaints@manchesterunderwriting.com](mailto:complaints@manchesterunderwriting.com)).

If Your complaint cannot be resolved within two weeks, or if You have not received a response within two weeks, 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.

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Lloyd's contact details are:

**Post:** Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent. ME4 4RN.

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

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

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" 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, or if You have not received a written final response within eight weeks from the date that MUM received your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

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

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

