

Combined 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 Combined Liability Insurance Policy. The full terms and conditions can be found in the policy document.

Your Insurers

This insurance is provided by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's.

Syndicate DTW1991 at Lloyd's is managed by R&Q Managing Agency Limited

R&Q Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. No 224442.

Period of Insurance

The policy period is detailed in Your Schedule. The policy is normally valid for 12 months and renewable annually.

The policy is a complex document and contains a large number of specific terms relevant in specific circumstances. Many of these 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.

Please use the following descriptions of cover with the corresponding sections in the full policy wording. All sections are optional and are not included in the policy unless selected.

Section A – Employers’ Liability

Significant Features and Benefits of Cover

Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring 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, the Isle of Man or the Channel Islands except in respect of temporary non-manual visits.

Limit of Indemnity

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

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

Section B – Public Liability

Significant Features and Benefits of Cover

- Accidental Injury to any person happening anywhere in the world during the Period of Insurance and arising out of the Business.
- Accidental loss of or Damage to Property happening anywhere in the world during the Period of Insurance and arising out of the Business.

Section C – Products Liability

Significant Features and Benefits of Cover

- Accidental Injury to any person happening anywhere in the world during the Period of Insurance and caused by any Product (excluding USA & Canada unless specifically agreed).
- Accidental loss of or Damage to Property happening anywhere in the world during the Period of Insurance and caused by any Product (excluding USA & Canada unless specifically agreed).

Significant and Unusual Exclusions for Sections B & C

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.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- Professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.
- Goods in the custody or control of the Insured.
- Pollution or contamination other than incidents which are sudden, identifiable, unintended and unexpected which take place in their entirety at a specific moment in time and place during the Period of Insurance.
- Cyber Liability

These exclusions are more fully detailed in the full Policy wording.

Limits of Indemnity for Sections B & C

Underwriters will not pay more than the sum specified in the Schedule as the Limit of Indemnity for each Section. See the Policy Schedule for the limit of indemnity applicable to Your policy in respect of Public & Products Liability.

The limit of indemnity for Public Liability 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.

The limit of indemnity for Products Liability applies to all occurrences during the Period of Insurance and will be defined in your Policy Schedule. Unless stated otherwise, Your own defence costs, incurred with Our consent, will be covered in addition to these limits.

Significant General Exceptions

It is a condition precedent to the liability of underwriters that the Insured does not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos, or materials/products containing asbestos.

Deductible

As stated on the Schedule of Insurance.

Premium Adjustment

Your premium was based upon the turnover and wage details that You provided to Your broker. At the end of each Period of Insurance Your broker will send You a wages and turnover declaration form that You should complete and return. A premium adjustment may then be made.

Claims Procedure

In the event of a claim or any circumstance that is likely to result in a claim, notification must be immediately made to:

Woodgate & Clark Limited
The Red House
West Malling
Kent
ME19 6QT

Tel: 01732 848077
Email: new.claims@woodgate-clark.co.uk

The above must be provided with as much information as possible about the claim, including any information which may be required immediately upon request. No admission of liability or payment offer can be made by you without prior written consent of the Insurer.

Complaints Procedure

This Policy is insured 100% by Syndicate DTW1991 at Lloyd's. In the event that you wish to make a formal complaint you should contact the Compliance Officer at Syndicate DTW1991 via one of the following:

In writing: The Compliance Officer
Syndicate DTW1991
R&Q Managing Agency Limited
5th Floor, Fountain House
130 Fenchurch Street
London
EC3M 5DJ.

Via Email: complaints@dtw1991.com

Tel: +44 (0)20 7 977 0876

In the event that you remain dissatisfied you can refer the matter to Lloyd's via:

Policy Holder & Market Assistance
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

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. Full contact details can be found in your Policy Wording.

Financial Services Compensation Scheme (FSCS)

Syndicate DTW1991 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from this scheme. Further details can be found in your Policy Wording

Cancellation Rights

You have the right to cancel the insurance policy within 14 days of receiving the policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. To exercise Your right to cancel, contact the broker who arranged this cover for You.

Compensation

Your Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from www.fscs.org.uk

Legal Jurisdiction

Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.