

## Policy summary – Employers', Public and Products Liability Policy

The following summary does not contain the full terms and conditions of the contract which can be found in the policy document. The summary does not form part of your contract of insurance. All references below are to the relevant section of the insurance policy booklet.

### About your policy

- The insurance policy is underwritten by Zenith Insurance PLC which is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar. QIC Europe Limited, registered in Malta with registered address at The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, SJ1062, Malta. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.659521).
- The policy is an annually renewable non-investment insurance contract and is governed in all respects by the law applying in the particular country in the UK in which you live.
- The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.
- The policy is an annually renewable non-investment insurance contract and is governed in all respects by the law applying in the particular country in the UK in which you live.

### EMPLOYERS' LIABILITY

- The insurance policy provides protection for businesses against damages and legal costs that arise as a result of claims from employees suffering an injury or disease arising out of their employment.
- The cover provided complies with UK compulsory employers' liability law.

### Significant features and benefits

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits.

The limit of indemnity is the maximum amount we will pay for any claim (including costs). For most claims it is £10,000,000, but it is restricted to £5,000,000 for claims relating to either asbestos or terrorism.

Cover includes:

- protection for any principal for claims arising out of your work.
- the cost of defending a prosecution under the Health and Safety at Work Act or any UK corporate manslaughter /homicide Act.
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry.
- compensation for attendance at court as a witness.
- unsatisfied UK court judgments extension. If an employee is injured at work by somebody else and the other person doesn't pay the court award that your employee gets from them, we will cover it.

### Significant and unusual exclusions or limitations

Cover does not include:

- claims for which compulsory motor insurance is required. Refer to Exceptions to Section A (a).
- claims arising out of work offshore. Refer to Exceptions to Section A (b).

The policy contains requirements concerning:

- the use or wearing of personal protective equipment by employees,
- the use of industrial machinery by employees.

Please refer to Conditions that apply to Section A.

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- employees working at height.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

## **PUBLIC AND PRODUCTS LIABILITY**

- The insurance policy provides protection for businesses against damages and legal costs that arise as a result of claims from any person, other than employees, suffering an injury, disease or damage to their property.
- Cover can be taken with or without products liability.

### **Significant features and benefits**

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits and products liability.

The limit of indemnity is the maximum amount we will pay for any claim (including claimants' costs). We usually offer the option of either a £1m, £2m or £5m limit. In addition the costs of defending a claim are covered by the policy. The limit chosen will also be the maximum we will pay in total for the period of insurance for claims relating to products or pollution.

Cover includes:

- the export of products to any country other than the United States or Canada. (You can however request that we provide a quote to include USA and Canada exports),
- protection for any principal for claims arising out of your work,
- the cost of defending a prosecution under the Health and Safety at Work Act or the UK Corporate Manslaughter and Corporate Homicide Act,
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry,
- compensation for attendance at court as a witness,
- liability arising under the Defective Premises Act 1972,
- liability arising under the Data Protection Legislation
- overseas personal liability for you and your family members when you travel on business,
- liability arising under the Consumer Protection Act 1987, the General Product Safety Regulations 2005 or the Food Safety Act 1990 if you have chosen products liability cover.

### **Significant and unusual exclusions or limitations**

Cover does not include:

- claims for which compulsory motor insurance is required. Refer to Exceptions to Section B (c),
- arising out of your use of watercraft or offshore installations. Refer to Exceptions to Section B (d),
- damage to goods owned by you, goods held in your care, custody or control, completed works or work materials. Refer to Exceptions to Section B (b) and (j),
- products exported to the USA or Canada. (You can however request that we include USA or Canada exports). Refer to Exceptions to Section C (e),
- product recall or guarantee. Refer to Exceptions to Section C (c),
- products intended for use in aircraft or offshore installations. Refer to Exceptions to Section C (d),
- additional liabilities (beyond those normally associated with the sale of goods) that you assume under contract. Refer to Exceptions to Section C (f),
- claims for your products failing to fulfil their purpose, unless the failure is due to a defect in their manufacture or installation. Refer to Exceptions to Section C (g),
- professional indemnity cover or claims for financial loss where there has been no injury or damage. Refer to Exceptions to Section B (i) and Exceptions to Section C (l) and (m),
- liquidated damages clauses, penalty clauses, performance warranties or guarantees. Refer to Exceptions to Section B (f) and Exceptions to Section C (j),
- gradual pollution. Refer to Exceptions to Section B (g) and Exceptions to Section C (k),
- liabilities arising under JCT 21.2.1. Refer to Exceptions to Section B (k) and Exceptions to Section C (o),
- claims arising out of terrorism or war. Refer to Exceptions to Section B (l), Exceptions to Section C (p) and General Exceptions (a),
- claims arising out of asbestos or radiation. Refer to Exceptions to Section B (m), Exceptions to Section C (q) and General Exceptions (b).

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- using heat away from your premises,
- making excavations,
- disposing of waste.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

### **Excess**

This is the amount you have to pay towards any valid claim. You will be advised what the excess is when we provide a quotation or renewal terms and the amount of the excess will be stated on your policy schedule.

### **Cancellation rights**

We hope you are happy with the cover the policy provides. However, if you are a retail customer (see the definition in policy booklet) you have the right to cancel it within 14 days of receiving the policy documents or the start of the policy, whichever is later without giving any reasons. If this happens, we will refund your premium, first deducting a charge for the cover provided from beginning of the contract until the policy is cancelled.

### **Claims**

The policy requires that:

- after any injury or damage or claim or occurrence which could lead to a claim you phone us immediately on: 0800 072 2050
- you forward to us (at the address at the foot of this page) any letter, writ, summons or claim form relating to a claim or potential claim as soon as you receive it,
- you do not admit fault, negotiate or make an offer of settlement of any claim.

### **Complaints Procedure**

In the first instance these should be referred to the insurance Intermediary arranging the insurance.

If you are not satisfied with his or her answer, please contact Markerstudy Insurance Services Ltd, Prospect House, Thanet Way, Whitstable, CT5 3FD. Email: [general.liability@markerstudy.com](mailto:general.liability@markerstudy.com)

You will need to quote your policy number shown in the Schedule.

In the event that our Service providers have not resolved matters within 8 weeks of you writing to them the problem can be referred to the Financial Ombudsman Service. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

### **Compensation Scheme:**

The Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

You can get more information about compensation scheme arrangements from the FSCS.

**Markerstudy Insurance Services Limited, Prospect House, Thanet Way, Whitstable, Kent CT5 3FD**

**Markerstudy Insurance Services Limited registered in England and Wales (No. 2135730) with registered office at 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 475572).**

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