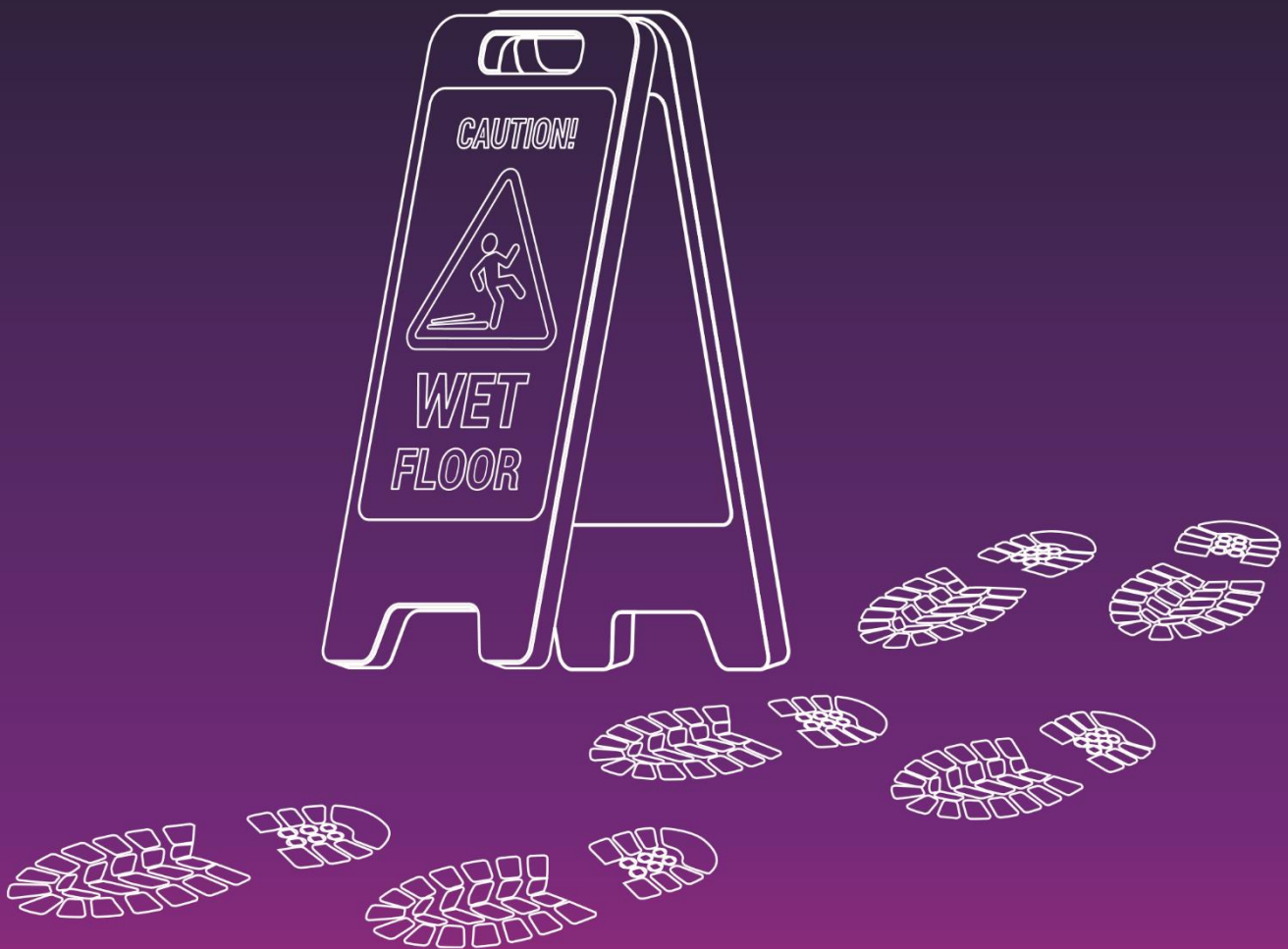


# LIABILITY COMBINED

## PRODUCT SUMMARY



LIABILITIES COVERED  
– EMPLOYERS', PUBLIC  
AND PRODUCTS

# Liability Combined Insurance Policy

**Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.**

The Liability Combined policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the Schedule.

Full details of any Endorsements or Excesses or Limits that may apply will be shown in the Policy Schedule and Policy Document.

## Fair Presentation of Risk:

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance).

If any changes in circumstances arise during the Period of Insurance please provide full details to the broker, intermediary or agent acting on your behalf.

## Section 1: Employers' Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit: £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <p>Territorial limits are the UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension)</p> <p>Work Overseas: The indemnity provided under this Section is extended to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Cross liabilities</li> <li>• Health and Safety at Work etc. Act 1974</li> <li>• Indemnity to principals</li> <li>• Indemnity to others</li> <li>• Unsatisfied court judgments</li> <li>• Temporary work overseas for employees normally living in the UK, Channel Islands or the Isle of Man. Restricted to non-manual activities within USA and/or Canada, and/or their dependencies or trust territories</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance)</li> </ul>	<ul style="list-style-type: none"> <li>• Provisions of law, indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you shall repay to us all sums paid which we would not have been liable to pay but for the provisions of such law)</li> <li>• "Certificate of Employers' Liability Insurance"</li> <li>• Contractual Liability</li> </ul>	<ul style="list-style-type: none"> <li>• Bodily injury to employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988</li> <li>• Visits or work on any offshore rig or platform</li> </ul>

## Section 2: Public Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit as shown in the Schedule</p> <p>Territorial Limits are the United Kingdom, the Channel Islands and the Isle of Man</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Health and Safety at Work etc. Act 1974</li> <li>• Cross Liabilities</li> <li>• Member to Member Liability</li> <li>• Indemnity to Principals</li> <li>• Indemnity to Others</li> <li>• Damage to leased or rented premises</li> <li>• Defective Premises Act 1972</li> <li>• Overseas Personal Liability</li> <li>• Claims under Data Protection Legislation (up to £500,000 in any one Period of Insurance)</li> <li>• Temporary work overseas (restricted to non-manual work in countries outside the European Union)</li> <li>• Motor contingent liability</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance)</li> <li>• Financial Loss (up to £250,000 any one Period of Insurance)</li> <li>• Environmental statutory clean-up costs (up to £250,000 in the aggregate and in any one Period of Insurance)</li> <li>• Legionellosis (up to £100,000 any one Period of Insurance)</li> <li>• Libel or slander (up to £100,000 any one Period of Insurance)</li> <li>• Hairdressers and Beauty Treatment – if shown as operative in the Schedule (up to Indemnity Limit)</li> </ul>	<ul style="list-style-type: none"> <li>• Precautions for use of heat away from your premises</li> <li>• Indemnity limit is costs inclusive in USA and Canada</li> <li>• Underground Services</li> <li>• Contractual Liability</li> </ul>	<ul style="list-style-type: none"> <li>• Faulty or defective workmanship/products supplied</li> <li>• Legal liability arising from: <ul style="list-style-type: none"> <li>– advice, design, formula, specification, breach of professional duty or malpractice</li> <li>– the sale or supply or administration of drugs, medicines, chemicals, medical supplies or equipment of any kind other than the sale or supply of proprietary branded goods</li> <li>– any treatment, surgical operation or medical procedure</li> </ul> </li> <li>• Bodily injury to any employee</li> <li>• Property belonging to you or under your control</li> <li>• Ownership or use of any craft, or vehicle licensed for road use</li> <li>• Products supplied</li> <li>• Liquidated damages, fines or penalties</li> <li>• Punitive, exemplary or aggravated damages</li> <li>• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident</li> <li>• Pollution or contamination occurring in the USA and/ or Canada and/or their dependencies or trust territories</li> <li>• Visits or work on any offshore rig or platform</li> <li>• Asbestos</li> <li>• Damage caused where you are required to effect cover under clause 6.5.1 of the JCT Standard Form of Building Contract or equivalent</li> </ul>

## Section 3: Products Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit as shown in the Schedule</p> <p>Occurrences</p> <ul style="list-style-type: none"> <li>• accidental bodily injury to any person (excluding employees),</li> <li>• accidental damage to third party physical property</li> </ul> <p>occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from the United Kingdom, the Channel Islands or the Isle of Man.</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Health and Safety at Work etc. Act 1974</li> <li>• Consumer Protection and Food Safety Acts</li> <li>• Cross liabilities</li> <li>• Indemnity to others</li> <li>• Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance)</li> </ul>	<ul style="list-style-type: none"> <li>• Indemnity Limit is costs inclusive in USA and Canada</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of repair, alteration, replacement, removal or recall of any products supplied</li> <li>• Legal liability arising from: <ul style="list-style-type: none"> <li>– advice, design, formula, specification, breach of professional duty or malpractice</li> <li>– the sale or supply or administration of drugs, medicines, chemicals, medical supplies or equipment of any kind other than the sale or supply of proprietary branded goods</li> <li>– any treatment, surgical operation or medical procedure</li> </ul> </li> </ul>

## Section 3: Products Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	<ul style="list-style-type: none"> <li>Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance)</li> <li>Vendor's liability</li> <li>Financial loss (up to £250,000 any one Period of Insurance)</li> <li>Environmental statutory pollution clean-up costs (up to £250,000 in the aggregate and in any one Period of Insurance)</li> <li>Legionellosis (up to £100,000 any one Period of Insurance)</li> <li>Libel or slander (up to £100,000 any one Period of Insurance)</li> </ul>		<ul style="list-style-type: none"> <li>Bodily injury to any employee</li> <li>Liability caused by or arising from property in your charge or control</li> <li>Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft, spacecraft, rocket, missile or satellite</li> <li>Liquidated damages, fines or penalties</li> <li>Punitive, exemplary or aggravated damages</li> <li>Pollution or contamination unless from a sudden and identifiable, unintended and unexpected incident</li> <li>Pollution or contamination occurring in the USA or Canada</li> <li>Products supplied which to your knowledge are exported to the USA or Canada</li> <li>Asbestos</li> <li>Liability assumed under contract or agreement</li> </ul>

## General Conditions

<ul style="list-style-type: none"> <li>Fair Presentation of the Risk</li> <li>Reasonable Precautions</li> <li>Change of Risk or Interest</li> <li>Adjustment of Premium</li> </ul>	<ul style="list-style-type: none"> <li>Cancellation</li> <li>Instalments</li> <li>Choice of Law</li> </ul>	<ul style="list-style-type: none"> <li>Contracts (Rights of Third Parties) Act 1999</li> <li>Survey and Risk Improvement</li> </ul>	<ul style="list-style-type: none"> <li>Sanctions, Prohibitions or Restrictions</li> </ul>
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## Claims Conditions

<ul style="list-style-type: none"> <li>Conditions Precedent</li> <li>Action by the Insured</li> </ul>	<ul style="list-style-type: none"> <li>The Rights of the Company</li> <li>Fraudulent Claims</li> </ul>	<ul style="list-style-type: none"> <li>Subrogation</li> <li>Other Insurances</li> </ul>	<ul style="list-style-type: none"> <li>Arbitration</li> </ul>
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## General Exclusions

<ul style="list-style-type: none"> <li>War, Government Action and Terrorism</li> </ul>	<ul style="list-style-type: none"> <li>Radioactive Contamination</li> </ul>	<ul style="list-style-type: none"> <li>Date Recognition</li> </ul>	<ul style="list-style-type: none"> <li>Cyber</li> </ul>
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Full details will be shown in the Policy Booklet.

## Further Information

### Other features

Please contact your broker, intermediary or agent for details of the payment methods available.

Helpline services available 24 hours a day, 7 days a week for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG). Note that where advice is sought in respect of Tax Advice or in respect of very specialist matters, such advice is only provided 9am to 5pm Monday to Friday (other than public and bank holidays).
- Stress Counselling Service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).

The following helpline service, which is provided by a medically qualified person, is available 9am to 5pm Monday to Friday, excluding public and bank holidays:

- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complementary health and changing doctors (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).

### DAS Employment Manual

You will have access to the DAS Employment Manual which offers comprehensive, up-to-date guidance on employment law.

### DASBUSINESSLAW

Providing you with useful resources for creating ready-to-sign contracts, agreement and letters in minutes. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation.

Both of the above services are provided by DAS Legal Expenses Insurance Company Limited on behalf of NIG.

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition – Cancellation.

### Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition – Cancellation.

### How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy, providing full details, as soon after the incident or circumstance as possible. Please quote your Policy Number.

When making a claim, it is very important that you meet all of the requirements of the policy, particularly Claim Condition 2 Action by the Insured. If you don't, we may not pay part or all of your claim.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy, they will refer it to NIG.

If your complaint is still outstanding, you can write to NIG direct at the following address. Please quote your Policy Number

Customer Relations Manager,  
NIG  
Churchill Court, Westmoreland Road, Bromley BR1 1DP.  
Email: [complaints@nig-uk.com](mailto:complaints@nig-uk.com).

Details of NIG's complaints procedures, including information on what you should expect in response to your complaint, can be found on NIG's website at [www.nig.com/contact-us/complaints](http://www.nig.com/contact-us/complaints).

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

