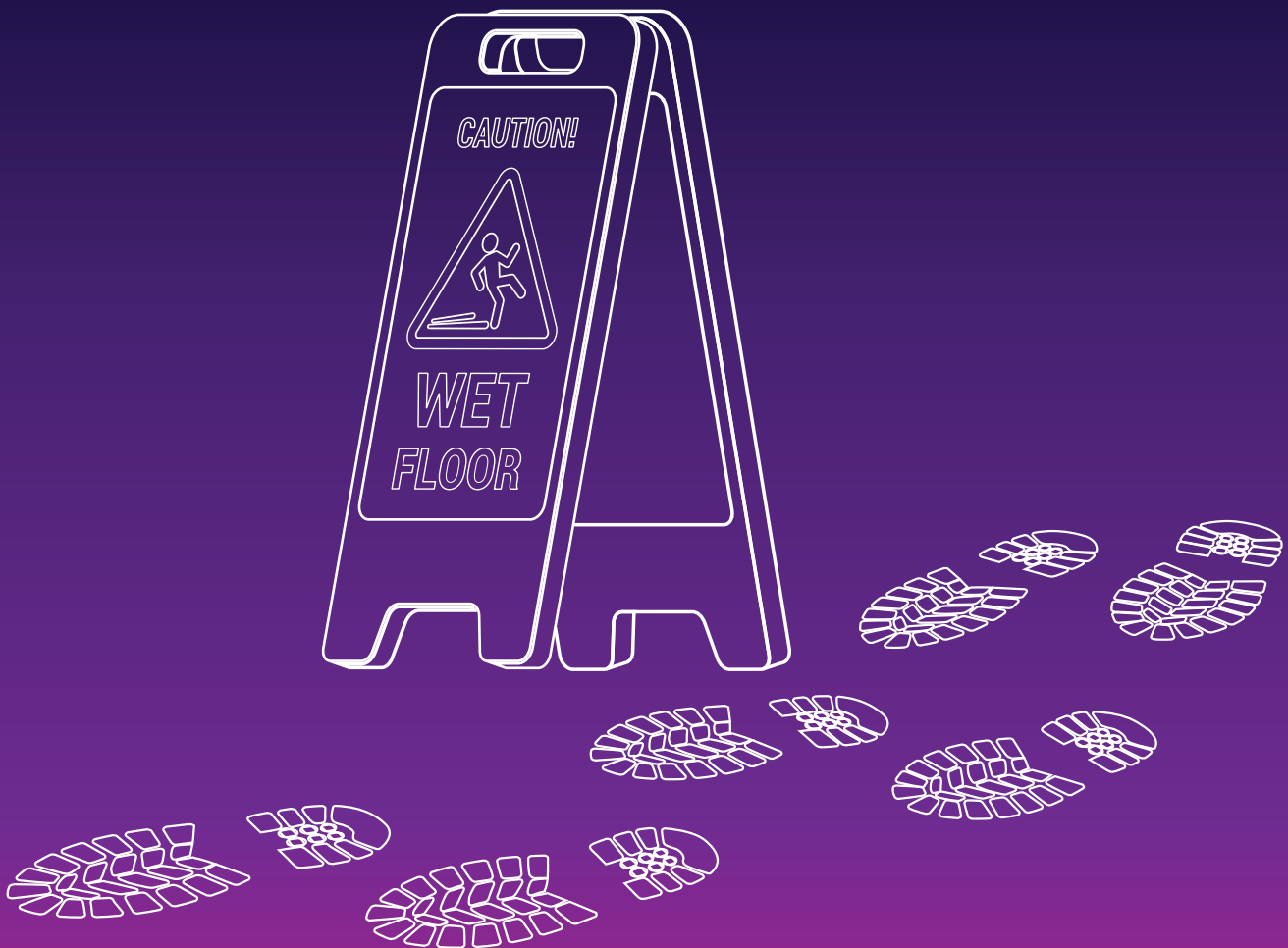


LIABILITY COMBINED

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 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"> • Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee) • Cross liabilities • Health and Safety at Work etc. Act 1974 • Unsatisfied court judgements • Temporary Work Overseas for employees normally living in the UK, Channel Islands or the Isle of Man • Indemnity to Principals • Indemnity to Others • Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance) 	<ul style="list-style-type: none"> • 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) • "Certificate of Employers' Liability Insurance" • Contractual Liability 	<ul style="list-style-type: none"> • 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 • Visits or work on any offshore rig or platform

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

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"> • accidental Bodily Injury to any person; or • Damage to Property, 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. 	<ul style="list-style-type: none"> • Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee) • Health and Safety at Work etc. Act 1974 • Consumer Protection and Food Safety Acts • Cross Liabilities • Indemnity to Others • Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance) 	<ul style="list-style-type: none"> • Indemnity Limit is costs inclusive in the USA and Canada 	<ul style="list-style-type: none"> • Cost of repair, alteration, replacement, removal or recall of any products supplied • Legal liability arising from: <ul style="list-style-type: none"> – advice, design, formula, specification, breach of professional duty or malpractice – 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 – any treatment, surgical operation or medical procedure

Section 3: Products Liability *continued*

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

Section 4: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Territorial Limits</p> <ul style="list-style-type: none"> For Insured Incidents 2 Legal Defence (excluding 2(e) Statutory Notice Appeals), and 6(b) Personal Injury, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey. For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. <p>Legal expenses up to £150,000 in relation to the following:</p> <ul style="list-style-type: none"> Employment disputes, compensation awards, employee civil legal defence and service occupancy (compensation awards up to £1,000,000 in the aggregate during any one Period of Insurance) Legal defence <ul style="list-style-type: none"> Criminal pre-proceedings Criminal prosecution defence Data protection Wrongful arrest Statutory notice appeals Jury service and court attendance 	<ul style="list-style-type: none"> Necessary and reasonable legal costs Costs incurred by opponents in civil cases if ordered to pay them or if paid with the agreement of DAS 	<p>General</p> <ul style="list-style-type: none"> You must: <ul style="list-style-type: none"> keep to the terms and conditions of this Section take reasonable steps to avoid and prevent claims take reasonable steps to avoid incurring unnecessary costs send everything that DAS ask for in writing report to DAS full and factual details of the claim as soon as possible DAS can take over any claim or legal proceeding at any time Before you choose a lawyer or an accountant, DAS can appoint a "Representative" Any settlement must be made with the consent of DAS If a claim is covered under another policy, we will only pay our share of the claim even if the other insurer refuses the claim General Conditions, Claims Conditions or General Exclusions – where there is any conflict with other parts of the policy, those in this Section shall take precedence 	<p>General</p> <ul style="list-style-type: none"> Any claim reported to DAS more than 180 days after the date you should have known about an insured incident Any costs and expenses that are incurred before DAS agree to pay them Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under insured incidents, compensation awards and legal defence) Any claim relating to patents, copyrights, trademarks, registered designs etc. Judicial review Deliberate acts Legal action which DAS has not agreed Your bankruptcy or liquidation Defamation Any claim where an insured person is not represented by a law firm barrister or tax expert

Section 4: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul style="list-style-type: none"> • Statutory Licence Appeal • Contract Disputes • Tenancy Disputes • Property protection and personal injury • Debt recovery • Tax protection <ul style="list-style-type: none"> – Tax enquiries – Employer compliance disputes – VAT disputes <p>Claims under this section are dealt with and managed by DAS Legal Expenses Insurance Company Limited on behalf of NIG</p>		<p>Compensation Awards</p> <ul style="list-style-type: none"> • In cases relating to performance and/or conduct, throughout the employment dispute you either must follow: <ul style="list-style-type: none"> – ACAS Code of Disciplinary and Grievance Procedures – Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or – Sought and followed advice from DAS <p>Legal Defence</p> <ul style="list-style-type: none"> • Under the Health and Safety at Work etc. Act 1974 the territorial limit shall be any place where the Act applies <p>Tax Protection</p> <ul style="list-style-type: none"> • You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion <p>Contract Disputes</p> <ul style="list-style-type: none"> • The amount in dispute must exceed £250. If the amount in dispute exceeds £5,000, you will be responsible for the first £500 of "Legal Costs" in each and every claim • If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 • If the dispute relates to money owed to the "Insured Person", a claim under this Section is made within 90 days of the money becoming due and payable <p>Debt Recovery</p> <p>Provided that:</p> <ul style="list-style-type: none"> • The debt exceeds £250 • A claim is made within 90 days of the money becoming due and payable 	<p>Employment Disputes</p> <ul style="list-style-type: none"> • Any <ul style="list-style-type: none"> – dispute arising within first 90 days – dispute with an employee who was subject to a written or oral warning (formal or informal) within first 180 days – redundancy or alleged redundancy within the first 180 days <p>of inception of cover under this policy unless equivalent legal expenses insurance was continuously in force prior to inception of cover under this policy</p> <ul style="list-style-type: none"> • Any claim in respect of damages for personal injury or damage to property • Any claim arising from transfer of business (specific restriction) <p>Compensation Awards</p> <p>Any compensation awards relating to:</p> <ul style="list-style-type: none"> • Trade union activities, trade union membership or non-membership • Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996 • Pregnancy or maternity, paternity, parental or adoption rights • Statutory rights in relation to trustees of occupational pension schemes <p>Service Occupancy</p> <p>Any claim relating to defending your legal rights (other than defending a counter-claim)</p> <p>Legal Defence</p> <ul style="list-style-type: none"> • In respect of Criminal Pre-Proceedings Cover and Criminal Prosecution Defence: <ul style="list-style-type: none"> – Any HM Revenue & Customs criminal investigation or enquiry – Any claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle • In respect of Data Protection: <ul style="list-style-type: none"> – Loss or damage to stored personal data resulting from hacking, virus or similar • In respect of Statutory Notice Appeals: <ul style="list-style-type: none"> – Any appeal against the imposition or terms of any statutory notice issued in connection with your licence, mandatory registration or British Standard Certificate or Registration

Section 4: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			<ul style="list-style-type: none"> - Any statutory notice issued by an insured person's regulatory or governing body <p>Statutory Licence Appeal</p> <ul style="list-style-type: none"> • An application for renewal of a statutory licence or British Standard Certificate of Registration • Any licence appeal relating to ownership, driving or use of a motor vehicle <p>Contract Disputes</p> <ul style="list-style-type: none"> • Any dispute which occurs within 90 days of inception of cover and arises from an agreement entered into prior to commencement of cover under this section of the policy unless equivalent legal expenses insurance was continuously in force immediately prior to this policy • Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person" • A dispute with an employee or an ex-employee <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> • Settlement payable under an insurance policy or the recovery of money and interest from any other party • Motor vehicles (unless relating to sale agreements if you are a motor trader) • Computers or computer services • A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement) • A loan, mortgage, pension or other financial product <p>Tenancy Disputes</p> <p>Any claim arising from or relating to the:</p> <ul style="list-style-type: none"> • Amount, payment or non-payment of rent • Renewal of the lease or tenancy agreement <p>Property Protection</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> • A contract entered into by you • Goods in transit or goods lent or hired out • Mining subsidence • The enforcement of a covenant by or against you

Section 4: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			<ul style="list-style-type: none"> • A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicles where your business is the selling of motor vehicles) <p>Personal Injury Any claim relating to the following:</p> <ul style="list-style-type: none"> • Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident • Psychological injury or mental illness • Defending you or your family members legal rights other than in defending a counter-claim • Clinical negligence • A motor vehicle owned or used by, or hired or leased by you or your family members <p>Debt Recovery</p> <ul style="list-style-type: none"> • Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> • The settlement payable under an insurance policy • A lease, licence or tenancy of land or buildings • A loan, mortgage, pension or other financial product • Motor vehicles (other than agreements relating to the sale of motor vehicles where your business is the selling of motor vehicles) • A dispute arising out of the hire, sales, supply or provision of computer products, systems or services • Where the other party indicates that a defence exists • Debts purchased from a third party <p>Tax Protection Any insured incident:</p> <ul style="list-style-type: none"> • Arising from a tax avoidance scheme • Caused by your failure to register for VAT or Pay As You Earn • Import or excise duties and import VAT • Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences

General Conditions

<ul style="list-style-type: none"> • Fair Presentation of the Risk • Reasonable Precautions • Change of Risk or Interest 	<ul style="list-style-type: none"> • Adjustment of Premium • Cancellation 	<ul style="list-style-type: none"> • Instalments • Choice of Law 	<ul style="list-style-type: none"> • Contracts (Rights of Third Parties) Act 1999 • Survey and Risk Improvements
---	---	--	--

Claims Conditions

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

General Exclusions

<ul style="list-style-type: none"> • War, Government Action and Terrorism 	<ul style="list-style-type: none"> • Radioactive Contamination 	<ul style="list-style-type: none"> • Date Recognition 	
--	---	--	--

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)
- 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).
- 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).

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, quoting your policy number.

The Chief Executive,
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP

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:

Exchange Tower, London E14 9SR

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

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, 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, 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 the Company be unable to meet all its 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.

