# Small Business Shop Summary of Cover EMPLOYERS' LIABILITY





# What is a Summary of Cover

This Summary of Cover was written to provide you with the main features of our Employers' Liability insurance. The purpose of this document is to help you understand how employers' liability insurance can protect you and your business without having to read the full policy wording. But please note that this document does not contain the full terms and conditions of your policy. You can find the full terms and conditions of your policy here: www.travelers.co.uk/small-business-insurance/terms-conditions.aspx.

# Insurer details

The Employers' Liability insurance is underwritten by Travelers Insurance Company Limited.

## What is covered

- The Employers' Liability (Compulsory Insurance) Act 1969 obliges you to have at least a minimum limit of insurance cover of £5m and you can be fined if you do not. Our policy provides a limit of £10m.
- If you employ full-time or part-time employees, you are responsible for their health and safety while they are working for you. If they are injured at work, they might try to claim compensation from you if they believe that it was your fault. Our policy automatically covers volunteers, people on work experience and seasonal staff.
- Our Employers' Liability insurance covers you so that you can meet the cost of compensation for your employees' injuries and paying for your and the employees' legal costs.
- We will pay a daily amount if your employees or directors have to attend court in relation to a claim.
- We will pay your legal costs if you are prosecuted for a breach of certain statutory legislation e.g. Health and Safety at Work 1974.
- We will cover you for injuries to your employees caused by a terrorist act up to the limit required by law.

## What isn't covered - significant exclusions or limitations

- We will not cover:
  - Any amounts the injured employee receives under health insurance or social security;
  - A claim if your employee was injured while in or on your vehicle under the terms of the Road Traffic Act;
  - A claim that is brought outside the EU;

- An injury to the employee caused by war;
- Punitive awards (this is where a court awards a specific amount to punish the defendant).
- If you are making an Employers' Liability claim, there are additional conditions you must follow and they are detailed in the terms and conditions of your policy.

## What we want you to do

- The information you have given us is important, as we use this in setting the terms and premium for your insurance. You must take care when answering any questions we ask and ensure that all information provided is accurate and complete.
- If we establish that you've deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it never existed and decline all claims.
- If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim.
- If you, or anyone acting on your behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid and we will not pay this claim, or any subsequent claim.
- You must read the conditions set out in the terms and conditions of your policy. If you fail to comply with them, we may not pay your claim.
- You must take reasonable steps to prevent claims and comply with your statutory obligations.
- If you are making a claim, you must follow the requirements set out in the terms and conditions of your policy.
- Due to the requirements of the Employers' Liability Tracing Office, your Employer Reference Number (ERN) must be supplied to us.

## **Policy period**

Your insurance policy has a 12-month cover period.

# Cooling-off period, cancellation and instalments

You have 14 days from the date you receive your insurance documentation to notify us if you want to cancel your policy. If you cancel your policy during this period we will refund in full any premium you have paid as long as you have not made a change to your policy during the cooling-off period or made a claim.

You may cancel your policy at any time after the cooling-off period by giving us notice in writing. We will refund any premium paid for the remaining period of insurance as long as you have not made any claim.

We can cancel this policy at any time by giving you 30 days' notice in writing. We will refund any premium paid for the remaining period of insurance as long as you have not made any claim.

If you are paying by instalments and your credit agreement has been terminated, we will cancel the policy. Your period of cover will equate to the period for which premium instalments have been paid to us.

If you are paying by instalments and you make a claim or tell us of a possible claim, the annual premium remains due in full. We may deduct any outstanding premiums from any claim amounts that may be due to you.

If you are paying the premium in full, we may cancel the policy if any premium remains unpaid 14 days after the due date. We will give you 7 days' notice in writing and cover will cease on the date that the premium was due.

### Alterations during the policy year

We will not apply any administration fees.

If you alter your policy during the policy year which results in you having to pay us an additional premium, we will only charge you that additional premium if it exceeds £5.00 (without any IPT).

If you alter your policy during the policy year which results in us returning some premium to you, we will not return any premium to you that is less than £5.00 (without any IPT). If you cancel your policy, you will receive all of the resulting return premium as long as you have not made any claim.

You should tell us if the e-mail address you provided to us has changed.

### Law and language

The Law applicable to this policy is the law of England and Wales or the law of Scotland if your registered address is in Scotland.

The language in this policy and any communication relating to it will be English.

### What to do to make a claim

If you wish to make a claim, please contact us on 0800 587 8388 or at ukclaims@travelers.com, or at the following address, quoting your policy number: Travelers Insurance Company Limited, Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG.

Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers. co.uk/small-business-insurance/make-a-claim/index.aspx.

For information on how we treat any personal data, please refer to the terms and conditions of your policy and our Cookies and Privacy Policy which can be found at www.travelers.co.uk/small-business-insurance/ cookie-privacy-policy.aspx.

### What to do if you have a complaint

If you have a complaint, please contact us on 0800 587 8357, email us at ukcomplaints@travelers.com or write to us at the address below quoting your policy number or claim reference if appropriate:

The Compliance Team, Travelers Insurance Company Limited, Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG.

For all our customers, if your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or a small business), you may refer the matter to the Financial Ombudsman Service (FOS) at the following address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Please note that your complaint needs to be referred to the FOS within six months of receiving our final response.

### Compensation

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk.

## Our regulatory information

Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered office: Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG. Registered in England 1034343.

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