



Policy Summary



This is a summary of the cover provided by the policy and does not contain full details of the limits, terms, exclusions and conditions.

These can be found in the policy document, a copy of which can be obtained via your insurance broker. It is important that you read these fully before making any decision about your insurance.

Some of the covers provided are optional and will only apply if you have selected them and they are shown as being operative on the Schedule.

Standard Covers

Employers Liability

This provides cover in respect of all sums for which you become legally liable to pay as damages in respect of an Injury sustained by an Employee.

Standard Limit of Indemnity - £10,000,000 (restricted to £5,000,000 in respect of Terrorism)

Extensions

- Unsatisfied Court Judgements
- Health and Safety at Work legal Defence costs
- Compensation for Court Attendance Costs

Exclusions

- Injury as a motor vehicle passenger
- Offshore work

Public and Products Liability

This provides cover in respect of all sums for which you become legally liable to pay as damages in respect of accidental injury to persons, accidental damage to property or accidental nuisance

Limit of Indemnity –see Policy Schedule

Extensions

- Legal liability incurred under Article 82 of Regulation (EU) 2016/679 'the General Data Protection Regulation
- Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972
- Wrongful arrest
- Health and Safety at Work Defence costs
- Contingent Motor Liability
- Compensation for Court Attendance Costs

Exclusions

- Injury to employees
- Products (other than food or drink for consumption on the premises)
- Any loss resulting from the use of vehicles, unless used as a tool of trade
- Property in the care, custody or control of the insured
- Offshore work
- The first £250 of each and every loss in respect of damage to Property
- Pollution or Contamination unless by a sudden identifiable occurrence

Directors and Officers Liability

This provides cover for damages, defence costs and investigation costs for losses arising from a wrongful act

Extensions

- Retired Director and Officer Extension Period
- Advanced Costs, Charges and Expenses

Exclusions

- Bodily injury, mental anguish, emotional distress, sickness, disease, death, tangible property
- Any Wrongful Act arising from notice given under any prior Insurance
- Dishonest, fraudulent, Criminal Act or Omission
- Personal Gain, Profit, advantage or remuneration not entitled by law or in equity
- Claims Insured under any other Insurance
- Asbestos, fungal pathogens, actual or alleged pollution or contamination
- Outside Geographical Limits
- Acting in the capacity of trustee, fiduciary or administrator of employer sponsored pension or superannuation scheme or superannuation programme

Legal Expenses

This Section is underwritten independently of the main Thistle Underwriting Policy to which the Legal Expenses wording attaches

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance. The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS

It provides cover for insured incidents:

- Employment Disputes and Compensation Awards, Service Occupancy
- Legal Defence
- Statutory Licence Protection
- Contract Disputes
 - the amount in dispute must exceed £500 (including VAT), but does not exceed £5,000 (including VAT)
- Debt Recovery
- Property Protection and Personal Injury
- Tax Protection
 - Full or Aspect Enquiries,
 - Tax Intervention Enquiries, (£2000 Limit)
 - Employers Compliance, VAT Disputes
- Tenancy Disputes

Additional Information

Helpline Services for the following:

- Eurolaw Commercial Legal Advice
- Tax Advice
- Business Assistance
- Counselling
- Employment Manual
- DAS Business Law

Optional Covers

Material Damage

This provides cover for damage to general residents association property by an Insured peril

Extensions

Automatic Reinstatement of Sums Insured

Exclusions

Damage by Theft

The first £250 of each and every claim

General Exclusions

These shall apply to all sections of the policy and all Clauses Endorsements and extensions unless otherwise stated.

- Radioactive Contamination (not applicable to Employers Liability Insurance)
- War Risks
- Pressure Waves
- Fines or penalties
- Fraud
- Northern Ireland
- Pollution or Contamination (not applicable to Public and Products Liability Insurance)
- Change in Water Table Level
- Consequential Loss or Damage
- Terrorism
- Date Change exclusion
- Theft

General Conditions

These apply to all sections of the policy and all Clauses Endorsements and Extensions unless otherwise stated.

- Changes in Facts
- Law and Jurisdiction Precautions
- Payment of Premium and Relevant Taxes
- Claims Conditions
- Dishonesty
- Arbitration
- Other Insurances or Compensation
- Contracts (Rights of Third Parties) Act 1999
- Assignment

Insurer

This policy (excluding Legal Expenses) is underwritten by Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc

Cancellation

When you receive your policy you have 14 days in which to consider the cover provided. If the cover does not meet your requirements you have the right to cancel the policy. You will be entitled to a full refund of the premium paid provided no incidents have occurred which may give rise to a claim.

If you wish to cancel the contract outside the 14 day period please contact the broker who arranged the policy for you.

Making a Claim

If any incident occurs which might result in a claim You must immediately contact Us via Your insurance broker who will be able to advise You.

Please telephone or e-mail Us using the details below.

Tel: 0330 024 2587 or

Email: thistlecommercialclaims@coveainsurance.co.uk

You should refer to the Claims Conditions in the policy for full details of the procedures and conditions applying.

For Legal Expenses please refer to the relevant section of the policy for further instructions

Complaints Procedure

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Thistle Underwriting at the address shown below. Please ensure that you provide details of your Insurance policy and in particular your Insurance policy number to help us deal with your complaint efficiently and promptly.

Thistle Underwriting
St. David's Court
Union Street
Wolverhampton,
WV1 3JE

T: 01902 714 000

E: complaintsofficer@thistleinsurance.co.uk

If you remain dissatisfied following receipt of the final response you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square
London
E14 9SR

T: 0800 023 4567

W: www.financial-ombudsman.org.uk

If you have a complaint about any insurance policy purchased online the European Union has launched the European Online Dispute Resolution platform (ODR). If a dispute arises the website helps you to escalate your complaint to a local dispute resolution service to solve the problem.

Use of the service is free and the process is handled totally online. To access the ODR platform please use the following address <http://ec.europa.eu/odr>

Please note that not all Businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information. The insurer and Thistle Underwriting are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we or the insurer cannot meet our financial obligations. Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)

10th Floor

Beaufort House

15 St Botolph Street

London,

EC3A 7QU

T: 0207 741 4100 or 0800 678 1100

W: www.fscs.org.uk

If you take any of the actions mentioned above it will not affect your right to take legal action.