

# Combined Liability Policy Overview

# **Policy Overview**

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

### What is Combined Liability?

Combined Liability is designed to meet the demands and needs of someone wishing to insure the assets, earnings and legal liabilities of their business.

It is arranged by Touchstone Underwriting Limited and underwritten by Argo Direct Limited and Covea.

### What is the policy duration?

This policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. The start and end dates of the policy are detailed in the policy schedule.

## How do I cancel the policy?

To cancel the policy, please contact the insurance adviser who arranged the policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, you will be entitled to a return of premium calculated on a pro-rata basis. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

#### How do I make a claim?

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited Meridien House 71 Clarendon Road, Watford WD17 1DS

Telephone: 01923 298 431 Email: TUL claims@t-u-l.co.uk

Or you can notify Pen Underwriting of a claim by:

Telephone: 03330 107 190

Email: uk.newclaims@penunderwriting.com

## **Your Obligations**

You must make a Fair Presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser. If you fail to do so, your policy may not operate or not operate fully.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

# Would I receive compensation if Pen Underwriting were unable to meet its liabilities?

Pen Underwriting Ltd contributes to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at <a href="www.fscs.org.uk">www.fscs.org.uk</a>, by emailing <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a> or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

# What is the law applicable to the contract?

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

### How do I make a complaint?

If the Policyholder has any questions or concerns about the policy or the handling of a claim please contact Touchstone Underwriting through whom this policy was placed.

Touchstone Underwriting Limited Meridien House 71 Clarendon Road Watford WD17 1DS

Tel: 01923 298440 Fax: 01923 298411

If you have a complaint about anything other than the sale of the policy please contact our Complaints Officer at:

Complaints Officer 3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH

Phone: 0141 285 3539

Email: pencomplants@penunderwriting.com

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service Exchange Tower, London E14 9SR

Website: www.financial-ombudsman.org.uk Telephone: 0800 023 4567 or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Visit https://ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: pencomplants@penunderwriting.com. Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

# Policy Summary Combined Liability

The following will be included in Your Policy according to the cover You have selected which is detailed in Your Policy Schedule.

This Summary is not exhaustive.

Some specific causes of Damage will be excluded, specific Property may be excluded and some cover will be subject to specific limits. These will be detailed in Your Policy Schedule and Policy Wording.

Your Excess in the event of a claim will be shown in Your Policy Schedule

Full details of what cover You have chosen, including the Sums Insured and Limits of Liability will be shown in Your Quotation or Policy Schedule.

Cover is based on the insurable value of the Property and if the values that You declare are less than the full amount Your claim may be reduced.

For full Policy details and our full terms and conditions please read Your Policy Wording, which will be provided on completion of Your contract or at any time upon request.

## **Liability Section**

#### **Features & Benefits**

#### **Significant Exclusions or Limitations**

#### **Employers Liability:**

Provides protection against your legal liability for Damages and legal costs arising from Injury to any person employed by you in the course of their employment in Your Business

#### **Standard Cover:**

- Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits.
- Bodily Injury is defined as: physical or mental injury including death, illness, disease, mental anguish or shock but not defamation
- Cover for Employees temporarily working within the European Union
- Limit of indemnity£10,000,000 for any one event (restricted to £5,000,000 in respect of Terrorism).
- The Policy includes the claimants costs and expenses within the Limit of Indemnity

Indemnity does not apply in respect of:

- Injury for which you are required to arrange motor insurance in accordance with the Road Traffic Act within the European Union
- Offshore Activity

#### **Public & Products Liability:**

Provides cover for your legal liability for damages arising out of accidental injury to any person or accidental loss or damage to third party property

#### Standard Cover:

**Public Liability** 

- Accidental Bodily Injury to any person, or Accidental Damage to Property
- Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

- Contingent Motor Liability
- Pollution Clean Up Costs

#### **Products Liability**

 Accidental Bodily Injury to any person or Accidental Damage to Property

Occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product supplied

- Minimum Limit of Liability provided for Public Liability is £1,000,000 for any one event. Higher limits can often be provided on request.
- The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism.
- The Policy will compensate for claimants costs and expenses in addition to the Limit of Liability
- Cover is limited to £100,000 and is deemed to have occurred during the Period of Insurance and is the total amount payable.
- Minimum Limit of Liability Provided for Products Liability is £1,000,000 for any one event and in the aggregate in respect of all Events during any one Period of Insurance
- The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism
- The Policy will compensate for claimants costs and expenses in addition to the Limit of Liability

Public and Products liability exclude legal liability:

- Arising from risks that require more specific insurance ie. Motor, marine etc.
- arising in connection with advice, design or specification provided for a fee
- for injury to employees
- arising from loss or damage to property in your custody or control
- caused by pollution other than sudden and unintended pollution.
- caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada
- arising from contractual liability for product
- fines and penalties
- nuclear risks

	<ul> <li>war risks</li> <li>fear of contracting asbestos related diseases</li> <li>cost of removing, repairing and managing asbestos present in buildings</li> <li>Other specific events may be excluded by endorsement.</li> </ul>
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# Arranged by



#### **Touchstone Underwriting Limited**

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