



LIABILITY INSURANCE

Policy summary

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This is an annually renewable Liability Insurance underwritten by Royal & Sun Alliance Insurance plc, available only in conjunction with your Professional Indemnity Policy.

You can select the cover that suits your needs from the following optional sections within the Liability Policy:

- Employers' Liability.
- Public and Products Liability.

Full details of what you have chosen will be shown in your Quotation and Policy Schedule.

The information in the following tables gives a summary of the cover provided. For full terms and conditions of the cover please refer to the policy wording, a copy of which is available on request.

Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Financial or Trade Sanctions
- Complaints
- Compensation

Table 1 Standard Cover Features and Benefits and Significant Exclusions or Limitations

The following will automatically be included in your policy according to the cover you have selected:

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<p>Employers' Liability Insurance 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.</p>	
<p>Standard Covers:</p> <ul style="list-style-type: none"> • Injury to any employee caused during the period of insurance. Injury is defined as: 'bodily injury, death, disease or illness'. • Employees temporarily working overseas. 	<ul style="list-style-type: none"> • Limit of Indemnity: £10,000,000 for any one event (restricted to £5,000,000 in respect of terrorism). Higher indemnity limits may be available in some circumstances on request. • The policy will usually include the claimant's costs and expenses within the Limit of Indemnity. • Indemnity does not apply for: <ul style="list-style-type: none"> – nuclear risks, where liability is that of any principal or accepted under contract. – injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Union. – fines and penalties. • Offshore risks.
<p>Public and Products Liability Insurance 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.</p>	
<p>Standard Covers:</p> <ul style="list-style-type: none"> • Public Liability: Accidental injury to members of the public, or accidental damage to their property. • Products Liability: Accidental injury or accidental damage to property resulting from products supplied. • Wrongful arrest or false imprisonment of a member of the public. • Contingent motor liability. 	<ul style="list-style-type: none"> • The Limit of Indemnity provided for Public Liability will usually be £1,000,000 for any one event. Higher limits may be provided on request. • The Limit of Indemnity provided for Products Liability will usually be £1,000,000 for any one Period of Insurance. Higher limits may be provided on request. • The policy will usually include the claimant's costs and expenses, in addition to the Limit of Indemnity. • Excludes legal liability: <ul style="list-style-type: none"> – arising from risks that require more specific insurance e.g. Motor, Marine etc. – arising in connection with advice, design or specification provided for a fee. – for injury to employees. – arising from loss of, or damage to, property in your custody or control. – arising from loss of or damage to property worked upon. – caused by pollution, unless sudden and unintended and will usually be a Limit of Indemnity for any one Period of Insurance. – arising from contractual liability for products. – fines and penalties. – defective products and work and the repair, replacement or recall of such products or work. – nuclear risks. – war risks. – aircraft products. – fear of contracting asbestos related diseases. – pre-claim asbestos clean up costs. – airside risks. – asbestos risks in North America. • Other specific events may be excluded by endorsement, or cover may need to be individually assessed.

Table 2 General Conditions and Exclusions

The following apply to your policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

GENERAL CONDITIONS AND EXCLUSIONS
<ul style="list-style-type: none">• The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.• Employers' Liability cover for any work undertaken Offshore is excluded. Offshore shall mean 'embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.'• You must, at your own expense, take all reasonable precaution(s) to prevent any occurrence, or cease any activity which may give rise to liability under the policy and maintain all buildings, furnishings, works plant machinery and vehicles in a sound condition.
INSURED'S CONTRIBUTION AND LIMITS
<ul style="list-style-type: none">• Your policy may be subject to an Insured's Contribution, which is the amount you must pay in the event of each and every claim. Certain claims limits may also apply. These will both be shown in your Policy Schedule.

OTHER IMPORTANT INFORMATION

Claims

Should you wish to make a claim under your policy please call our claims helpline on 01403 232 308 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

Law applicable to the Policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy wording.

Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy wording.

Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are:

RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action. They can be contacted at:

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

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Renewal procedure

Prior to expiry of the Period of Insurance each year we may request that you complete a renewal declaration form.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by you.

Renewal will not be invited unless a satisfactory declaration is received by us when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date.

