

## Summary of Cover – 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

### **Policy Summary**

Your Policy is an annually renewable Combined Liability Insurance, which is underwritten by Covea Insurance plc. The information below provides a summary of the cover provided. For full terms and condition of the cover provided, please refer to Your Policy documents. 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.

### **Data Privacy Notice**

Choice Insurance Agency is the trading name of Choice Insurance Agency Ltd. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see <http://www.choiceinsuranceagency.co.uk/privacy-policy>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

### **Other Important Information**

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

- Law and Language applicable to the Policy
- Financial or Trade Sanctions
- Our Complaints Procedure
- Financial Services Compensation Scheme

### **Making a Claim**

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

To report a claim, please contact:

Claims Telephone Number - 03330 107 190

Claims Email Address - [uk.newclaims@penunderwriting.com](mailto:uk.newclaims@penunderwriting.com)

## Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk)

## Complaints

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases Your insurance provider who arranged the insurance will be able to resolve any concerns and You should contact them directly.

Alternatively if You need to complaint please contact the Choice Insurance Agency Limited Complaints Officer quoting Your policy or claim number.

Choice Insurance Agency Limited Complaints Officer

Telephone: 01702 411200

Address: Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE

Email: [Complaints@ChoiceInsuranceAgency.Com](mailto:Complaints@ChoiceInsuranceAgency.Com)

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to Choice Insurance Agency Limited You are dissatisfied with Our "Final response" (or if Your complaint remains unresolved after 8 weeks of initially telling Us) You may be able to refer Your complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service Exchange Tower

London E14 9SR

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS may review Your complaint subject to certain eligibility criteria

Further details of the FOS can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst We are bound by the decision of the FOS You are not.

Following the Complaints procedure does not affect Your right to take legal action.

## Cancellation

### 1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

### 2) Our rights

We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address

### 3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no

- 1) claims made under this Policy for which We have made a payment
- 2) claims made under this Policy which are still under consideration
- 3) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

### 4) Certificate of insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cove

## Liability Section

Features & Benefits	Significant Exclusions or Limitations
<b>Employers Liability:</b> 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	
<b>Standard Cover:</b> <ul style="list-style-type: none"> <li>Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits.</li> <li>Bodily Injury is defined as: physical or mental injury including death, illness, disease, mental anguish or shock but not defamation</li> <li>Cover for Employees temporarily working within the European Union</li> </ul>	<ul style="list-style-type: none"> <li>Limit of indemnity £10,000,000 for any one event (restricted to £5,000,000 in respect of Terrorism).</li> <li>The Policy includes the claimants costs and expenses within the Limit of Indemnity</li> </ul> Indemnity does not apply in respect of: <ul style="list-style-type: none"> <li>Injury for which you are required to arrange motor insurance in accordance with the Road Traffic Act within the European Union</li> <li>Offshore Activity</li> </ul>
<b>Public &amp; Products Liability:</b> 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	
<b>Standard Cover:</b> Public Liability <ul style="list-style-type: none"> <li>Accidental Bodily Injury to any person, or Accidental Damage to Property</li> <li>Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution</li> </ul> <p>Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business</p> <ul style="list-style-type: none"> <li>Contingent Motor Liability</li> <li>Pollution Clean Up Costs</li> </ul> Products Liability <ul style="list-style-type: none"> <li>Accidental Bodily Injury to any person or Accidental Damage to Property</li> </ul> <p>Occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product supplied</p>	<ul style="list-style-type: none"> <li>Minimum Limit of Liability provided for Public Liability is £1,000,000 for any one event. Higher limits can often be provided on request.</li> <li>The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism.</li> <li>The Policy will compensate for claimants costs and expenses in addition to the Limit of Liability</li> <li>Cover is limited to £100,000 and is deemed to have occurred the Period of Insurance and is the total amount payable.</li> <li>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</li> <li>The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism</li> <li>The Policy will compensate for claimants costs and expenses in addition to the Limit of Liability</li> </ul> Public and Products liability exclude legal liability: <ul style="list-style-type: none"> <li>Arising from risks that require more specific insurance ie. Motor, marine etc.</li> <li>arising in connection with advice, design or specification provided for a fee</li> <li>for injury to employees</li> <li>arising from loss or damage to property in your custody or control</li> <li>caused by pollution other than sudden and unintended pollution.</li> <li>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</li> <li>arising from contractual liability for product</li> <li>finances and penalties</li> <li>nuclear risks</li> <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>

## Personal Accident Section

Features & Benefits	Significant Exclusions or Limitations
<p>Provides cover for an Insured Person solely and independently of any other cause occurring as a result of an Accident during the course of employment.</p> <ol style="list-style-type: none"> <li>1. Accidental Death</li> <li>2. Loss of one or both eye(s)</li> <li>3. Loss of one or more limb(s)</li> <li>4. Loss of hearing in both ears</li> <li>5. Loss of hearing in one ear</li> <li>6. Loss of Speech</li> <li>7. Permanent Total Disablement</li> <li>8. Temporary Total Disablement</li> <li>9. Temporary Partial Disablement</li> <li>10. Hospital Benefit</li> </ol>	<ul style="list-style-type: none"> <li>• Please see Your Policy Schedule for Cover Limits</li> <li>• Benefit shall not be payable under more than one of benefits 1 – 7 in respect of the same injury or same period of disablement, except that payment may be made under benefit 8 or 9.</li> <li>• Benefit 7 shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement.</li> <li>• Bodily Injury resulting from an Insured Person taking part in or practicing for:             <ul style="list-style-type: none"> <li>(a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling</li> <li>(b) flying and aerial activities or any kind other than as a fare paying passenger in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations</li> <li>(c) mountaineering or rock climbing which would normally necessitate the use of ropes or guides</li> <li>(d) racing of any kind other than on foot or swimming or</li> <li>(e) engaging in or taking part in armed forces service or operations</li> <li>(f) a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing</li> <li>(g) any kind of power tools</li> </ul> </li> <li>• Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction.</li> </ul>

## Tools & Business Equipment

Features & Benefits	Significant Exclusions or Limitations
Provides cover for Damage arising during the Period of Insurance with the Territorial Limits to Tools and Business Equipment stated in the Schedule	
<p><b>Standard Cover:</b></p> <ul style="list-style-type: none"> <li>• All risks cover on Tools and Business Equipment not exceeding the Sum Insured shown on the Schedule.</li> <li>• Territorial Limits <ul style="list-style-type: none"> <li>• Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>• Any other European Union country where work is being undertaken in connection with Your Business by Your or Your Employees who usually reside in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Subsequent or inevitable losses of any kind</li> <li>• Wear, tear, gradual deterioration and other gradually operating causes</li> <li>• Damage due to exposure to weather conditions of any moveable Tools and Business Equipment located in the open or in any open-sided buildings</li> <li>• Faulty or defective workmanship or operational error or omission.</li> <li>• Any mechanical propelled vehicle or plant for which compulsory insurance is required.</li> <li>• Mechanical or Electrical breakdown or derangement</li> <li>• Damage to any electrical Tools and Business Equipment caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>• Property hired out</li> <li>• Normal upkeep or making good</li> <li>• Unexplained losses or shortages due to error or omission only discovered at times of normal stocktaking or making inventory</li> <li>• Acts of Fraud or dishonesty by You or Your Employees</li> <li>• Indirect losses of any kind</li> <li>• Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> <li>• Theft or attempted theft whilst left overnight, not in a vehicle, unless in a security locked building</li> <li>• Damage to goods in an open backed vehicle caused by theft or attempted theft</li> <li>• Damage to glass and other fragile or brittle articles (other than lenses) unless cause by fire, theft or accident to the vehicle in which the property is being transported</li> <li>• Delay or seizure of goods by the government or other authority</li> <li>• Damage caused by Pollution or Contamination</li> <li>• The excess shown in your Schedule</li> </ul>