

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 Ascot Syndicate 1414 at Lloyd's. 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

Should You need to report or make a claim to Us, please contact Our specialist claims handler Woodgate and Clark Limited, whose details are below. You may if You wish also advise Your insurance adviser or Our Binding Underwriter to do this on Your behalf.

Woodgate and Clark Limited 42 Kings Hill Avenue Kings Hill West Malling Kent ME19 4AJ

Claims Telephone: +44 (0) 1732 520273 Out of office Telephone: +44 (0) 1732 520270 Email: newclaim@woodgate-clark.co.uk It will be helpful when reporting a claim if You are able to advise the Policy number and brief details of the claim. What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further Damage or Bodily Injury. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give Us or Our representative all necessary assistance.

Complete and return any claim form sent to You, as soon as possible.

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from:

Contact details:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

Email: enquiries@fscs.org.uk

Tel: For UK callers: 0800 678 1100 (free phone)
Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: <u>www.fscs.org.uk</u>

How to Complain

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times. However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

Contact details:

Choice Insurance Agency Limited Compliance Officer Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE

 $Email: \quad Complaints@ChoiceInsuranceAgency.Com\\$

Telephone: 01702 411200

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Contact details - Lloyd's:

Complaints Lloyd's Fidentia House Walter Burke Way Chatham Maritime Chatham Kent ME4 4RN

Email: complaints@lloyds.com Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service.

Contact details - Financial Ombudsmen Service:

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

Email: complaint.info@financial-ombudsman.org.uk Tel: For UK callers: 0800 023 4567 (free phone),

or 0300 123 9123 (but charges apply)

Tel: For callers from abroad: +44 (0) 20 7964 0500 (charges apply)

Web: www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

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

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 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 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 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
- war risks
- fear of contracting asbestos related diseases
- cost of removing, repairing and managing asbestos present in buildings
- Other specific events may be excluded by endorsement.

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

Standard Cover:

- All risks cover on Tools and Business Equipment not exceeding the Sum Insured shown on the Schedule.
- Territorial Limits
 - Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - 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
- Subsequent or inevitable losses of any kind
- Wear, tear, gradual deterioration and other gradually operating causes
- Damage due to exposure to weather conditions of any moveable Tools and Business Equipment located in the open or in any open-sided buildings
- Faulty or defective workmanship or operational error or omission.
- Any mechanical propelled vehicle or plant for which compulsory insurance is required.
- Mechanical or Electrical breakdown or derangement
- 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 overrunning
- Property hired out
- Normal upkeep or making good
- Unexplained losses or shortages due to error or omission only discovered at times of normal stocktaking or making inventory
- Acts of Fraud or dishonesty by You or Your Employees
- Indirect losses of any kind
- 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
- Theft or attempted theft whilst left overnight, not in a vehicle, unless in a security locked building
- Damage to goods in an open backed vehicle caused by theft or attempted theft
- 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
- Delay or seizure of goods by the government or other authority
- Damage caused by Pollution or Contamination
- The excess shown in your Schedule