



# Liability

## Policy Summary

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**This policy is an annually renewable Liability insurance, underwritten by Royal & Sun Alliance Insurance Ltd. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.**

You can select the cover that suits your needs from a number of optional sections within the Liability Policy. These are:

- Employers' Liability.
- Public and Products Liability.

The following cover can only be bought in addition to Public and Products Liability

- Financial Loss.

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

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations. 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 on request.

## Important Information

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

- Law applicable to the policy.
- Financial or Trade Sanctions.
- Our complaints procedure.
- Financial Service Compensation Scheme.

## 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 and Benefits	Significant Exclusions or Limitations
<p><b>Employers' Liability Insurance</b></p> <p>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><b>Standard Covers:</b></p> <ul style="list-style-type: none"> <li>• Injury to any employee caused during the period of insurance. Injury is defined as: 'bodily injury, death, disease or illness'.</li> <li>• Employees temporarily working overseas.</li> <li>• Legal Defence costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury is covered, or where the Company has ceased to have an interest in the outcome of the proceedings under any other Section insured under a separate section of your Policy. (Limit of Indemnity £250,000 any one period of insurance).</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). Higher indemnity limits may be available in some circumstances on request.</li> <li>• The policy will usually include the claimant's costs and expenses within the Limit of Indemnity.</li> <li>• Indemnity does not apply for: <ul style="list-style-type: none"> <li>– nuclear risks, where liability is that of any principal or accepted under contract.</li> <li>– injury for which you are required to arrange motor insurance in accordance with road traffic legislation.</li> </ul> </li> <li>• Offshore risks.</li> </ul>

**Table 1 Standard Cover Features and Benefits and Significant Exclusions or Limitations (continued)**

Features and Benefits	Significant Exclusions or Limitations
<p><b>Public and Products Liability Insurance</b></p> <p>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><b>Standard Covers:</b></p> <ul style="list-style-type: none"> <li>• Public Liability: Accidental injury to members of the public, or accidental damage to their property.</li> <li>• Products Liability: Accidental injury or accidental damage to property resulting from products supplied.</li> <li>• Wrongful arrest or false imprisonment of a member of the public.</li> <li>• Significant extensions include               <ul style="list-style-type: none"> <li>– Advertising Injury</li> <li>– Automatic Acquisitions to a limit of 10% of turnover or £10,000,000 whichever is the lessor</li> <li>– Clean Up Costs to a limit of £250,000</li> <li>– Contingent Motor</li> <li>– Cross Liabilities</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• The minimum Limit of Indemnity provided for Public Liability will usually be £1,000,000 for any one event. Higher limits may be provided on request.</li> <li>• The minimum 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.</li> <li>• The policy will usually include the claimant's costs and expenses, in addition to the Limit of Indemnity.</li> <li>• Excludes legal liability:               <ul style="list-style-type: none"> <li>– arising from risks that require more specific insurance e.g. Motor, Marine etc.</li> <li>– arising in connection with advice, design or specification provided for a fee.</li> <li>– for injury to employees.</li> </ul> </li> </ul>

**Table 1 Standard Cover Features and Benefits and Significant Exclusions or Limitations (continued)**

Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>- Damages or Distress proceedings under the Data Protection Act</li> <li>- Defective Premises Act</li> <li>- Excess Motor third party property damage</li> <li>- Legionellosis</li> <li>• Legal Defence costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage is covered, or where the Company has ceased to have an interest in the outcome of the proceedings under any other Section insured under a separate section of the Policy. (Limit of Indemnity £250,000 any one period of insurance).</li> </ul>	<ul style="list-style-type: none"> <li>- arising from loss of, or damage to, property in your custody or control.</li> <li>- caused by pollution, unless sudden and unintended and will usually be a Limit of Indemnity for any one Period of Insurance.</li> <li>- fines and penalties.</li> <li>- defective products and work and the repair, replacement or recall of such products or work.</li> <li>- nuclear risks.</li> <li>- war risks.</li> <li>- for mental injury arising from data loss.</li> <li>- fear of contracting asbestos related diseases.</li> <li>- pre-claim asbestos clean up costs.</li> <li>- aircraft products</li> <li>- work undertaken airside</li> <li>• Other specific events may be excluded by endorsement, or cover may need to be individually assessed.</li> </ul>
<p><b>Financial Loss</b> Only available where Public and Products Liability is covered.</p>	
<p>Legal liability for financial loss where no injury or damage has occurred.</p>	<ul style="list-style-type: none"> <li>• The minimum Limit of Indemnity is £250,000 any one Period of Insurance. Higher limits may be provided on request - please see your Policy Schedule for the limit that applies to you.</li> <li>• Contractual liability is excluded.</li> <li>• Some other specific exclusions apply – please see your Policy Wording for details.</li> </ul>

## 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.

<b>General Conditions and Exclusions</b>
<ul style="list-style-type: none"><li>• 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.'</li><li>• 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 reasonable condition.</li></ul>
<b>Excesses and Limits</b>
<ul style="list-style-type: none"><li>• Your policy may be subject to excesses, which are the amounts 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.</li></ul>

# Important Information

## 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 documentation.

## Financial or Trade Sanctions

Royal & Sun Alliance Insurance Ltd 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 documentation.

## 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.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

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

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

## Compensation

Royal & Sun Alliance Insurance Ltd 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.

