

# Ascot - Combined Liability - Insurance Summary of Cover

The information provided in this summary of cover is key information about the insurers and insurance cover available within this Ascot Combined Liability Policy which is designed to provide Employers' (where selected), Public and Products liability cover for your business.

This summary of cover does not contain the full terms and conditions of your Insurance Policy. The full terms and conditions can be found in the Policy document.

This Policy has been provided to you based on the information supplied about you, your business or premises in the statement of fact and other material information declared which forms the basis of the contract between you and us. It is therefore very important that you let your insurance adviser or broker know immediately of any changes that affect the information you have disclosed to us.

This summary of cover should be read in conjunction with your Schedule.

The insurance cover from the policy is valid for the duration as specified in your Schedule. You may need to review and update your Schedule periodically to ensure adequacy of cover.

Your insurance cover is arranged by Commercial Express Quotes Limited and underwritten by Ascot Syndicate 1414 at Lloyd's for 100%.

## Authorisation and regulation

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461.

Registered Office:  
20 Fenchurch Street,  
London,  
United Kingdom  
EC3M 3BY.

Please note: This Policy may be amended by optional extensions and endorsements to your cover as per your individual Schedule.

## Significant Features and Benefits

The Policy is a complex document and contains a large number of specific terms in relevance. The terms may however be extended, curtailed or removed in individual cases, depending on the nature of the risks being insured and those covers requested. The Policy may also contain warranties describing actions that you must take or avoid for any cover to operate.

## Section 1 – Employers' Liability

**This is not an exhaustive list. Please refer to your policy booklet for full details**

Significant features and benefits of cover

- Injury sustained by any Employees by You arising out of and in the course of their employment or engagement by You during the Period of Insurance.

Significant and Unusual Exclusions

- The Policy does not cover Injury to Employees that arises outside of Great Britain,

Northern Ireland, Isle of Man or the Channel Islands except in respect of temporary non-manual visits.

## **Section 2 - Public Liability**

**This is not an exhaustive list. Please refer to your policy booklet for full details**

Significant features and benefits of cover

Accidental Injury to any person

- Accidental loss of or Damage to Property
- anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man during the Period of Insurance and arising out of the Business.

## **Section 3 - Products Liability**

**This is not an exhaustive list. Please refer to your policy booklet for full details**

Significant features and Benefits of Cover

- Accidental injury to any person
- Accidental loss of or Damage to Property
- Happening anywhere in the world during the period of insurance and caused by any Product

Significant and Unusual Exclusions for Sections 2 & 3

Insurers will not pay under these sections for liability arising from:-

- Asbestos.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- design, formula, specification, technical or professional service or advice given by **you** for a separate fee or in circumstances where a separate fee would normally be charged or by anyone acting on **your** behalf
- Goods in the custody or control of the Insured.
- Damage to
  - i. The works
  - ii. Property for which there is a contractual requirement to effect insurance (other than Public Liability Insurance
  - iii. Property for which there is a contractual requirement to effect insurance by reason of clauses 21.2.1 of the 1980 edition of the joint contracts tribunal conditions of contract or by any similar conditions.
- Pollution or contamination other than incidents which are sudden, identifiable, unintended and unexpected occurring in its entirety at a specific time and place during the Period of Insurance
- Cyber Liabilities
- Communicable Disease

These exclusions are more fully detailed in the Policy document.

## **Significant Exclusions to Sections 1, 2 & 3**

- Ionising radiations
- Terrorism
- Punitive or exemplary damages

These exclusions are more fully detailed in the Policy document.

## **Limit of Indemnity**

Underwriters will not pay more than the sum specified in the Schedule as the Limit of Indemnity for each section.

## **Section 1, Employers' Liability**

The limit of indemnity is £10,000,000 any one occurrence, but limited to £5,000,000 any one occurrence in respect of acts of terrorism and for claims arising from asbestos.

Underwriters will also pay defence costs in the defence or settlement of any claim under this Section.

### **Sections 2 & 3, Public and Products Liability**

The limit of indemnity cover applies in respect of any one occurrence or series of occurrences arising out of one originating cause. The public liability limit in respect of Products and Pollution is in total for all occurrences during the Period of Insurance.

Unless stated otherwise, your own defence costs, incurred with our consent, will be covered in addition to these limits.

### **Governing Law and Jurisdiction**

Unless specifically agreed to the contrary this **Policy** will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

### **Excess**

The amount **You** will have to pay towards each separate claim as stated in the **Schedule**.

### **Claims Procedure**

To make a claim please contact our specialist claims handler at the following details:

Woodgate and Clark Limited  
42 Kings Hill Avenue  
West Malling  
Kent  
ME19 4AJ  
Telephone: +44 (0) 1732 520273  
Out of office hours: +44 (0) 1732 520270  
Email: new.claims@woodgate-clark.co.uk

### **General Conditions**

#### **Reasonable Precautions**

**You** shall:

1. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
2. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

#### **Alteration of Risk**

**You** must give notice to **us** as soon as possible of any alteration or any change of;

- (i) circumstances which materially affects the risk insured by this **Policy**; and
- (ii) any material change to the information provided in the **Proposal**.

#### **Conditions Precedent to our Liability**

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to our liability. Any conditions precedent to our liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

#### **Cancellation rights**

You may cancel this Policy at any time by notifying Commercial Express Quotes Limited via Your insurance adviser.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

### **Complaints Procedure**

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling Kent  
ME19 4AJ  
Tel: 01732 520270  
Email: [complaints@woodgate-clark.co.uk](mailto:complaints@woodgate-clark.co.uk)

If your complaint relates to any other matter including claims, you should contact : Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager  
Commercial Express  
B1 Custom House  
The Waterfront  
Level Street  
Brierley Hill DY5 1XH  
Phone: 01384 473201  
Email: [complaints@commercialexpress.co.uk](mailto:complaints@commercialexpress.co.uk)

A copy of Commercial Express' complaints procedure can be viewed at  
<https://www.commercialexpress.co.uk/complaints>

Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. 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. You may also raise a complaint directly with Us by using the contact details below:

Complaints Manager  
Ascot Underwriting Limited  
20 Fenchurch Street  
London EC3M 3BY  
Tel: +44(0)207 743 9600  
Email: [complaints.inbox@ascotgroup.com](mailto:complaints.inbox@ascotgroup.com)

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 Commercial Express or 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:

Complaints Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham, Kent, ME4 4RN  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0) 20 7327 5693  
Fax: +44 (0) 20 7327 5225  
Web: [www.lloyds.com/complaints](http://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](http://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 (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)  
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://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.

#### **Financial Services Compensation Scheme (FSCS)**

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited 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 the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Tel: For UK callers: 0800 678 1100 (free phone)  
Tel: For callers from abroad: +44 (0) 20 7741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

**How to Pay**

The insurance adviser or broker that arranged the insurance will advise you of the full details of when and the options by which you can pay.