



# Combined Liability

INSURANCE SUMMARY



**Irwell**

INSURANCE COMPANY LIMITED

## Summary Overview

This policy summary is to help you understand the cover that your insurance provides.

It does not contain the full terms of the policy, which can be found in the policy document.

It summarises the significant features and benefits of your Combined Liability Policy and sets out any significant or unusual exclusions or limitations and tells you where these can be found in your policy documentation.

This policy summary does not form part of the policy wording.

This summary shows standard limits for “Included Cover” stated in this summary which may be increased on request and when agreed by us will be shown in your schedule or by endorsement and will take precedence over the standard limits stated in the policy.

This summary does not include the effects of endorsements, which you should review with special care to ensure you understand how these may amend this standard summary of policy cover.

The wording is structured consistently in each section of cover to enable you and your insurance adviser to understand the cover provided and any requirements on you.

Unless modified by endorsement:

- The standard policy does not contract out of any part of the Insurance Act 2015
- The standard policy does not contain any conditions precedent to our liability

## Who insures the Combined Liability Policy?

This Insurance is underwritten by Irwell Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number: 202897. These details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## What does the Combined Liability Policy cover?

This policy provides a range of optional covers, including:

- Employers' Liability
- Public Liability
- Products Liability

It is designed to allow you and/or your insurance adviser to select cover suitable for the demands and needs of your business.

Cover is provided for businesses located in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## How long will the policy provide cover?

The policy provides cover for twelve (12) months or as shown in your schedule and is renewable annually.

## Making changes

You may need to review and update the cover periodically to ensure it remains adequate.

Please refer to your policy documentation, in particular the section around making changes and your duties in relation to how information is presented to us.

## Section 1 – Employers’ Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from bodily injury to any employee in the course of their employment in your business.

Significant Features and Benefits of Standard Cover	Included Cover	Key Limits	Significant and Unusual Exclusions, Conditions or Limitations
<b>Legal liability to any employee arising from bodily injury sustained during their employment during the period of insurance. This covers injury, death, disease or illness, including mental anguish or shock.</b>	✓	The Limit of Indemnity as shown in your schedule	<p><b>Cover Limitations</b> Employment must be within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas extension. All costs and expenses are included within the Limit of Indemnity</p> <p><b>Exclusions</b> Offshore Overseas medical costs and repatriation fees Compulsory insurance required by road traffic legislation Acts of terrorism other than as required under statute</p> <p><b>Conditions</b> You must repay us if compulsory insurance requires payments beyond the sums otherwise payable under the policy You are required to comply with statutory regulations for personal protective equipment and/or the provision and use of work equipment You must ensure compliance, as far as reasonably practicable, with the latest government guidance on working safely during a pandemic, including the COVID-19 pandemic</p> <p><b>Circumstances</b> to be notified to <b>Insurers</b> with 21 days of knowledge of the <b>Incident</b></p>
<b>Injury arising from an act of terrorism</b>	✓	£5,000,000	
<b>Extensions</b>			
<b>Injury arising from accidental discovery of asbestos</b>	✓	£5,000,000	
<b>Court attendance costs</b>	✓	£500 per day per director or partner/ £250 per day per employee	
<b>Indemnity to other persons/parties such as directors or employees</b>	At your request		
<b>Non-manual work overseas and manual work in the European Economic Area</b>	✓		
<b>Unsatisfied court judgments</b>	✓		
<b>Wage Replacement following a RIDDOR reportable incident</b>	At your request	Maximum 52 weeks benefit	



## Section 2 – Public Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property.

Key Features of Standard Cover	Included Cover	Key Limits	Significant and Unusual Exclusions, Conditions or Limitations
<b>Legal liability to third parties for:</b>	✓	The Limit of Indemnity as shown in your schedule	<p><b>Cover Limitations</b> Cover applies within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas business and personal liability extension All costs and expenses are included within the Limit of Indemnity</p> <p><b>Exclusions</b> Use of aircraft or watercraft (other than small vessels of 3 metres or less on inland waterways) or work on any aircraft or aerial device or in any airport or aerodrome Contractual liability unless such liability would have attached without a contract Property in your custody and control (with limited exceptions) Damage to owned leased or rented premises (solely assumed under an agreement) Damage to property worked upon Defamation, libel and slander Defective workmanship Fungus, toxic mould and mildew Hazardous substances Injury to employees Motor liability Products liability Professional advice and design Pollution, unless caused by a sudden, accidental, unintended and unexpected incident Use of heat away from your premises Communicable disease</p>
<b>Accidental bodily injury or property damage. This covers injury, death, disease or illness, including mental anguish or shock</b>	✓		
<b>Accidental trespass or nuisance Wrongful arrest or malicious prosecution in relation to shoplifting</b>	✓		
<b>Extensions</b>			
<b>Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts</b>	✓	£500 per day per director or partner/ £250 per day per employee	
<b>Court attendance costs</b>	✓		
<b>Legal liability incurred under Defective Premises Act 1972</b>	✓		
<b>Indemnity to other persons/parties such as directors or employees</b>	At your request		
<b>Indemnity to principals</b>	At your request		
<b>Motor contingent liability</b>	✓		
<b>Overseas business and personal liability</b>	✓		
<b>Conditions</b>			
<b>Sudden and accidental pollution</b>	✓	Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the period of insurance for both Public and Products Liability	

**The Excess applicable to Section 2 Public Liability**

Before we cover you under this section, you shall be responsible for any excess

## Section 3 – Products Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property arising from products supplied.

Key Features of Standard Cover	Included Cover	Key Limits	Significant and Unusual Exclusions, Conditions or Limitations
<b>Legal liability to third parties arising from accidental bodily injury or property damage caused by products supplied. This covers injury, death, disease or illness, including mental anguish or shock.</b>	✓	The Limit of Indemnity as shown in your schedule	<b>Cover Limitation</b> Products must be supplied by you from your premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands All costs and expenses are included within the Limit of Indemnity The policy does not provide cover for products exported to North America
<b>Extensions</b>			
<b>Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts legislation</b>	✓		<b>Exclusions</b> Use of aircraft or watercraft (other than small vessels of 3 metres or less on inland waterways)
<b>Court attendance costs</b>	✓	£500 per day per director or partner/ £250 per day per employee	Contractual liability unless such liability would have attached without a contract Product failure due to its design Fungus, toxic mould and mildew Hazardous products including products used:
<b>Indemnity to other persons/parties such as directors or employees</b>	At your request		in aircraft or aerial devices in medical equipment or for use in or on the human body pharmaceuticals or cosmetic products Product recall and refund Professional advice and design Pollution, unless caused by a sudden, accidental, unintended and unexpected incident
<b>Conditions</b>			
<b>Sudden and accidental pollution and contamination</b>	✓	Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the period of insurance for both Public and Products Liability	
<b>The Excess applicable to Section 3, Products Liability</b>			Before we cover you under this section, you shall be responsible for any excess

## SafeCheck by Peninsula

As a new customer, in conjunction with the Peninsula Group, SafeCheck will provide you with a comprehensive health and safety compliance review of your business. Peninsula will assign to you a dedicated consultant who will:

- Review all of your relevant documentation
- Ask you any pertinent questions
- Answer any H&S questions you may have
- Offer best practice solutions to help protect you
- Advise you on your compliance requirements
- Provide you with comprehensive feedback, via the SafeCheck Report
- Carry out a virtual tour of your workplace, if necessary

The Peninsula Group will not share the outcome of the SafeCheck review with Irwell Insurance.

You can contact the Peninsula SafeCheck team to activate this inclusive benefit and arrange the appointment by calling them directly on 0844 892 2486, or by scanning this QR Code and requesting a call-back:



### Who are Peninsula

Peninsula has been providing professional expertise and services to UK businesses since 1983, initially via employment law and health & safety and over the years expanding the range of services to meet the needs of business owners. Peninsula helps UK small and medium-sized businesses, taking care of the details with the kind of expertise and professional backup that larger companies take for granted.

## Cancelling your policy:

### Cancellation by you:

If you find that this cover does not meet your requirements, or you do not want the insurance you can cancel it at any time. The refund of any premium paid will depend upon when you cancel the policy.

If you cancel this policy within the first 14 days after purchase, or its renewal, or from the day on which you receive this policy or renewal documentation, whichever is the later: We will provide a refund of the premium paid less a deduction for the number of days to cover you have had provided that:

- You have not made a claim
- We have not been notified of a claim or circumstances that may give rise to a claim.

If you cancel the policy after the first 14 days, we will provide a refund of the premium paid less a deduction for the number of days cover you have had and, if advised to you already, an additional administration charge, provided that:

- You have not made a claim
- We have not been notified of a claim or circumstances that may give rise to a claim.

### Cancellation by us:

We can cancel this policy by giving you 30 days' notice in writing. We will only do this for a valid reason. Examples of a valid reason include:

- Fraud or dishonest acts
- Non-payment of premium
- A change in risk which means we can no longer provide insurance cover
- Non-co-operation or failure to provide us with information we request

## How do I make a claim?

If you wish to make a claim, please contact:

*Sections 1 (Employers Liability), 2 (Public Liability) and 3 (Products Liability)*

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937  
Email: [irwell@dwfclaims.com](mailto:irwell@dwfclaims.com)

## What if I have a complaint?

### If your complaint is about the way a Policy was sold to you

If your complaint is about the way the policy was sold to you, please contact the insurance adviser who sold the policy to you.

If your complaint is about your claim

We are committed to providing a high level of service, but if you believe that we have not delivered the service you expected from us, please let us know so that we can put things right. If you wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: [complaints@irwell.co.uk](mailto:complaints@irwell.co.uk)  
Telephone: 0344 892 0164

We will contact you within 3 days of receiving your complaint to inform you of what action we are taking. We will try to resolve your complaint within 4 weeks. If it will take us longer, we will explain why and let you know when you can expect our final response.

### Referring your complaint to the Financial Ombudsman Service

If you are not happy with our response to your complaint, or you have not received a response within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but your complaint must be submitted to them within 6 months of receiving our final response.

Further information can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction.

The service they provide is free and impartial.

You can contact the Financial Ombudsman Service using the following details:

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

Tel: 020 7964 1000  
Fax: 0207 964 1001  
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)

This complaints procedure does not affect your legal rights.

### Financial Services Compensation Scheme (FSCS)

The insurer of this policy is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if they cannot meet their obligations to you. This depends on the type of

business and the circumstances of the claim. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)



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