



Combined Liability and Legal Protection

INSURANCE SUMMARY

LIABI-0122



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 and Legal Protection 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 and Legal Protection 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

What does the Combined Liability and Legal Protection Policy cover?

This policy provides a range of optional covers, including:

- Employers' Liability
- Public Liability
- Products Liability
- Commercial Legal Protection and
- Employment Legal Protection

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
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.	✓	The Limit of Indemnity as shown in your schedule	<p>Cover Limitations 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>Exclusions 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>Conditions 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>Circumstances to be notified to Insurers with 21 days of knowledge of the Incident</p>
Injury arising from an act of terrorism	✓	£5,000,000	
Extensions			
Injury arising from accidental discovery of asbestos	✓	£5,000,000	
Court attendance costs	✓	£500 per day per director or partner/ £250 per day per employee	
Indemnity to other persons/parties such as directors or employees	At your request		
Non-manual work overseas and manual work in the European Economic Area	✓		
Unsatisfied court judgments	✓		
Wage Replacement following a RIDDOR reportable incident	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
Legal liability to third parties for:	✓	The Limit of Indemnity as shown in your schedule	Cover Limitations 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 Exclusions 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
Accidental bodily injury or property damage. This covers injury, death, disease or illness, including mental anguish or shock	✓		
Accidental trespass or nuisance Wrongful arrest or malicious prosecution in relation to shoplifting	✓		
Extensions			
Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts	✓	£500 per day per director or partner/ £250 per day per employee	
Court attendance costs	✓		
Legal liability incurred under Defective Premises Act 1972	✓		
Indemnity to other persons/parties such as directors or employees	At your request		
Indemnity to principals	At your request		
Motor contingent liability	✓		
Overseas business and personal liability	✓		
Conditions			
Sudden and accidental pollution	✓	Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the	



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

period of
insurance for
both Public
and Products
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
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.	✓	The Limit of Indemnity as shown in your schedule	Cover Limitation 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 Exclusions Use of aircraft or watercraft (other than small vessels of 3 metres or less on inland waterways) 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: 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
Extensions			
Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts legislation	✓		
Court attendance costs	✓	£500 per day per director or partner / £250 per day per employee	
Indemnity to other persons/parties such as directors or employees	At your request		
	✓		
Conditions			
Sudden and accidental pollution and contamination	✓	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 3, Products Liability			Before we cover you under this section, you shall be responsible for any excess
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Section 4 – Commercial Legal Protection

This insurance policy pays your legal costs in relation to certain legal disputes that may arise during the course of your business.

Key Features of Standard Cover	Included Cover	Key Limits	Significant and Unusual Exclusions, Conditions or Limitations
<p>Breach of Restrictive Covenants Adviser's Costs and Expenses incurred in a dispute with a current or former employee following their breach of a restrictive covenant which is expressly incorporated into their contract of employment.</p>	✓	£100,000 any one claim and £1m in the aggregate	<p>Cover Limitation Cover is subject to their always being reasonable prospects of success, meaning a greater than 50% chance that your action or defence will succeed.</p> <p>Exclusions Claims arising before the insurance commences. Fines and court awards (other than in respect of data protection breaches). Judicial review and challenges to legislation.</p>
<p>Defence of Legal Rights Adviser's Costs and Expenses incurred to defend your legal rights in relation to disputes that may arise as a result of your business activity.</p>	✓	£100,000 any one claim and £1m in the aggregate	
<p>Protecting your property Adviser's Costs and Expenses incurred in a dispute in relation to your property.</p>	✓	£100,000 any one claim and £1m in the aggregate	
<p>Personal Injury Adviser's Costs and Expenses to pursue an Insured Person's (and family members who permanently live with them) legal rights following a sudden and specific event which caused death or bodily injury.</p>	✓	£100,000 any one claim and £1m in the aggregate	
<p>Jury Service and Witness Expenses An Insured Person's lost salary or wages, up to a maximum of £1,000, from time taken off work as a result of Jury Service or attending court at the request of an Appointed Adviser and where you ask us to provide this cover.</p>	✓	£1,000 any one claim	
<p>Statutory Licence Appeal Adviser's Costs and Expenses incurred in an appeal to the relevant statutory or regulatory authority, court or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to you under statute or statutory instrument or by Government or Local Authority and which is required for you to carry out your business activity.</p>	✓	£100,000 any one claim and £1m in the aggregate	
<p>Contract Disputes Adviser's Costs and Expenses incurred to pursue or defend your legal rights</p>	✓	£100,000 any one claim and	



in a dispute arising from a breach or alleged breach of a contract entered into by you for the purchase, sale, hire, hire purchase, lease or provision of goods or of services.		£1m in the aggregate	
Recovery of Undisputed Debts Adviser's Costs and Expenses to pursue your legal rights to recover money and interest due to you arising from a breach or alleged breach of a contract entered into by you for the sale, hiring or leasing out or provision of goods or of services.	✓	£100,000 any one claim and £1m in the aggregate	



Section 5 – Employment Legal Protection

This insurance policy pays your legal costs in relation to certain legal disputes that may arise during the course of your business.

Key Features of Standard Cover	Included Cover	Key Limits	Significant and Unusual Exclusions, Conditions or Limitations
<p>Employment Disputes Adviser’s Costs and Expenses to defend You in a dispute with a current, former or prospective Employee, or an individual who alleges they are employed by You, following a breach or alleged breach by You of:</p> <p>a) A contract of employment or alleged contract of employment; and/or</p> <p>b) Employment legislation.</p>	✓	£50,000 any one claim and £1m in the aggregate	<p>Cover Limitation Cover is subject to their always being reasonable prospects of success, meaning a greater than 50% chance that your action or defence will succeed.</p> <p>Exclusions Disputes where you have not followed the legally correct process and procedure in relation to any matter that could give rise to an insured event. Claims arising before the insurance commences. Fines and court awards (other than in respect of employment compensation awards). Judicial review and challenges to legislation.</p>
<p>Employment Compensation Awards Where We have accepted Your claim under Insured Incident 1 – Employment Disputes, We will pay:</p> <p>a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against You by a court or tribunal; Or</p> <p>b) A sum We have agreed to settle the dispute which We have considered to be reasonable and proportionate.</p>	✓	£50,000 any one claim and £1m in the aggregate	

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 purchaser, 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 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

Sections 4 (Commercial Legal Protection) and 5 (Employment Legal Protection):

Write to us at:

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

Telephone: 0344 892 0117
Email: claims@irwell.co.uk

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
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

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
Web: 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



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Irwell Insurance Company Limited is registered in England number 02887406. Registered address: 2 Cheetham Hill Road, Manchester M4 4FB. Irwell Insurance Company Limited is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA to conduct general insurance business. PRA Registration No. 202897. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0300 500 0597.

www.irwell.co.uk