FINCH COMMERCIAL INSURANCE BROKERS LIMITED RopeSure - Combined Liability Insurance Product Information Document



This policy is underwritten by Cedar Underwriting Limited on behalf of Lloyd's Syndicate 1991 managed by Coverys Managing Agency Limited. Cedar Underwriting Limited are registered in England and Wales and authorised and regulated by the Financial Conduct Authority. Registered number: 785986. Coverys Managing Agency Limited are registered in England and Wales and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: 224442.

This document provides a summary of the cover, exclusions, and restrictions. It is not personalised to your individual selections and the full terms and conditions, including the general policy limits and sums insured, can be found in your policy wording, Schedule and any endorsement which may apply, all of which are available on request from your insurance advisor.

This insurance is provided by Finch Commercial Insurance Brokers Limited who are registered in England & Wales and authorised and regulated by the Financial Conduct Authority. Registered number: 307642.

What is this type of insurance?

This Combined Liability Insurance Policy provides cover for your liability to the public, liability to your employees and liability arising as a result of damage caused by your products.



What is insured?

- Public Liability: Your legal liability to pay damages including defence costs for accidental injury and/or damage incurred in connection with your business.
- Products Liability: Your legal liability to pay damages including defence costs for accidental injury and/or damage arising out of or in connection with any product connected to your business.
- ✓ Overseas Business and Personal Liability: Legal liability incurred by you, a director or employee while temporarily outside of the territorial limits in connection with the business and in a personal capacity. Whilst in North America you, directors or employees are only covered for non-manual work and activities.
- Liability for pollution and contamination arising accidentally out of a sudden, accidental, unintended and unexpected incident.
- Your liability incurred under the Consumer Protection Act and Food Safety Act.
- Your legal liability incurred under the Defective Premises Act.
- Prosecution costs awarded against you and legal fees and expenses incurred for breaches of the Health & Safety at Work etc. Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007.

Optional Cover:

Employers Liability: Your legal liability to pay damages including defence costs for injury to any person employed arising out of and in the course of their employment by you.



What is not insured?

- Employer's liability for which road traffic legislation requires compulsory insurance
- Repatriation and medical costs and expenses to employees whilst outside of the territorial limits.
- Public and products liability arising from war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, use of military or usurped power or act of terrorism.
- Liability arising out of ionisation, radiations, explosion or contamination by radioactivity.
- Damage to property owned, hired or leased or otherwise in your care, custody or control other than employees and visitors' personal effects up to a maximum of GBP2,500 per period of insurance.
- Costs incurred to repair or replace defective products or for product recall.
- Liability arising in any territory which operates under the laws of the USA or Canada unless otherwise agreed by us
- Fines, penalties, liquidated damages, punitive, aggravated or exemplary damages or financial loss.
- Exposure or alleged exposure to asbestos or material containing asbestos other than to employees up to GBP5,000,000 in respect of any one occurrence.
- Deliberate act or omission.
- Offshore work unless otherwise agreed by us.
- Local labour laws or workers' compensation act coverage outside of the Territorial Limits.
- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), any mutation or variation of SARS-CoV-2 or any fear or threat of the aforementioned.



Are there any restrictions on cover?

- ! Endorsements may apply to your policy, these will be shown in your Schedule and will be specific to you and could specify conditions precedent to coverage, please read these carefully.
- ! Certain limitations may apply to your policy. For example:
 - the excess (the amount you have to pay on any claim);
 - indemnity limits for each section of cover;
 - a specified time period to report any claim;
 - the period that the policy is in effect.



Where am I covered?

- ✓ In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and elsewhere in the world in respect of temporary visits by employees normally resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. Whilst in North America you, directors or employees are only covered for non-manual work and activities.
- ✓ In respect of products liability cover is granted worldwide but excluding USA and Canada unless otherwise agreed by us.



What are my obligations?

- Duty of Fair Presentation: At the beginning of the period of insurance or when making changes to your policy, you
 must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell your insurance advisor as soon as reasonably practicable of you becoming aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- Check your policy documentation, with attention to your Schedule, endorsements and conditions precedent to ensure that you have the coverage you need and expect.
- You must have and maintain in force all valid and necessary permits and licences to trade required for your business to operate lawfully.
- Take reasonable precautions to prevent injury or damage and cease any activity that has given rise, or give rise, to injury or damage.
- You must retain a valid and active IRATA Membership.
- You must give us notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after you become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this policy.
- You must notify us as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon you which may give rise to proceedings covered by this policy.
- You must provide us with your Employers Registration Number (ERN) where appropriate.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.



When and how do I pay?

Your insurance advisor will advise you of the full details of when and the options by which you can pay.



When does the cover start and end?

Please refer to your Schedule for the specific period covered by your policy.



How do I cancel the contract?

- You can cancel this policy within 14 days of the date you receive the policy or the start of the period of insurance whichever is later. If the policy is cancelled, then provided you have not made a claim you will be entitled to a refund in any premium paid subject to a deduction for any time for which you have been covered. This is calculated on a proportional basis.
- If you cancel outside of the 14 days period as stated above and you have not made a claim we shall calculate a
 proportionate premium for the period you have been insured and will refund any balance, less the administrative cost
 of providing the insurance, for any remaining period of cover. No return premium will be provided for the first 2 months'
 cover of the Policy.