Land Liability Insurance



The information provided in this policy summary is key information you should read.

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.

The policy period is detailed in your schedule.

The policy is normally valid for 12 months and renewable annually.

The insurers are Argo Direct Ltd on behalf of ArgoGlobal SE and Covéa Insurance plc, whose proportionate liability will be detailed on request.

Significant Features and Benefits

The policy is a complex document and contains a large number of specific terms in relevance. If 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 A – Employer's Liability

Use this section with the corresponding schedule in the full policy wording.

Significant features and benefits of cover:

Injury sustained by any Person Employed by the Insured arising out of and in the course of his employment or engagement by the Insured during the Period of Insurance.

Significant and Unusual Exclusions:

The Certificate does not cover injury to Persons Employed that arises outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands except in respect of temporary non-manual visits.

Section B – Public Liability

Use this section with the corresponding schedule in the full policy wording.

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 arising out of the Business.

Significant and Unusual Exclusions for Sections B & C

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

- Terrorism
- Asbestos
- Any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- Professional advice given by the insured for a fee or in circumstances where a fee would normally be charged.
- Goods in the custody or control of the insured.
- Pollution or contamination other than incidents which are sudden, unidentifiable, unintended and unexpected which take place in the entirety at a specific moment in time and place during the period of insurance.

These exclusions are more fully detailed under sections 12, 14, 15 and 16 of your policy.

Limits of Indemnity

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

Section A – Employer's Liability

The limit of indemnity is £10,000,000 in any one occurrence, but limited to £5,000,000 in any one occurrence in respect of acts of terrorism and for claims arising from asbestos. The Employers Liability limit of indemnity is inclusive of your own defence costs.

Sections B and C – Public and Products Liability

The limit of indemnity for Public Liability 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 Pollution applies to all occurrences during the period of insurance.

The Products Liability limit applies to 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.

Legal Jurisdiction

The insurers will indemnity the Insured against the legal liability to pay damages (including claimant's costs, fees and expenses) in accordance with the law of the United Kingdom.

Significant General Exceptions

It is a condition precedent to the liability of the insurers that the Insured does not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

Policy Excess

As stated on the schedule of insurance.

Claims Procedure

To make a claim please either

telephone on 03330 107 190

or email: penunderwriting.com

Complaints Procedure

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Complaints Officer at

South Essex Insurance Brokers Limited South Essex House North Road South Ockendon Essex RM15 5BE

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. Further information is available at http://www.financial.ombudsman.org.uk/

Financial Services Compensation Scheme (FSCS)

Argo Direct Ltd on behalf of ArgoGlobal SE and Covéa Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. Further information may be obtained from Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN, telephone: 020 7892 7300, fax: 020 7892 7301 or <u>www.fscs.org.uk</u>.

Cancellation Rights

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document. You may cancel this policy at any time by giving the insurers written notice and in such event the insurers will return a percentage of the premium and tax paid for the current period of insurance in accordance with the table below subject to no claims having been made and no incidents having arisen that could result in a claim under this policy.

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%