



# LIABILITY PLUS

## Policy Overview

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**WRIGHTSURE**  
insurance group



Underwritten by **Allianz** 

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Allianz Insurance plc is one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We will work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces. You don't have to take our word for it.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

**Should you need further details or have any questions your insurance adviser will be delighted to help.**

# Introduction

## Important

This is a policy overview only and does not contain the full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Your quote schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which is available on request. Your insurance adviser will be pleased to explain the policy cover in more detail.

## What is Wrightsure Liability Plus Employers Liability and Public and Products Liability?

Wrightsure Liability Plus Employers liability and Public and Products liability is designed to cover the legal liability of a business for injury to employees and any other person and damage to property resulting from the business activities.

The policy has a 12 month period of insurance and is annually renewable. Start and end dates of the policy are detailed in the policy schedule. The policy is underwritten by Allianz Insurance plc.

### Covers Available:

Event 1 Employers Liability

Event 2 Public and Products Liability

## Event 1 Employers Liability

Insures your legal liability to pay compensation to employees if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you. Cover includes your costs and those of your employee.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union.

The standard limit of indemnity is £15m, but higher limits may be available on request.

## Event 2 Public and Products Liability

Public Liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees while working for you. Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Cover applies in the United Kingdom and any member country of the European Union. It also applies elsewhere in the world in respect of work by you or your employees who are working temporarily abroad (restricted to non-manual work in respect of USA/Canada).

You may select the limit of indemnity.

Product Liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

You may select the limit of indemnity.

# Covers Available

## Event 1 Employers Liability

### Significant Features and Benefits

Limit of Indemnity - Standard £15m (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence.

#### Territorial Limits

- Great Britain, Northern Ireland, the Isle of Mann and the Channel islands
- Elsewhere in the world for employees resident in the Great Britain, Northern Ireland, the Isle of Mann and/or the Channel island but temporarily employed elsewhere

#### Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings.

#### Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

#### Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

#### Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

#### Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

### Significant Exclusions or Limitations

## Event 2 Public and Products Liability

### Key Features and Benefits

Limit of Indemnity - as selected by you up to £10m. The amount relates to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination

#### Territorial Limits

- the Great Britain, Northern Ireland, Isle of Man and/or the Channel islands
- in respect of Injury, loss or damage caused by or arising from
  - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada by any partner, director or Employee of the Insured normally resident within the Great Britain, Northern Ireland, Isle of Man and/or the Channel islands
- anywhere in the world in respect of Products

#### Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

#### Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

#### Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

#### Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

#### Servicing Indemnity

Cover extends to indemnify the Insured against liability arising out of the repair, servicing and maintenance of vehicles anywhere in Great Britain, Northern Ireland, the Isle of Mand, the Channel Islands

### Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products:
  - liability which attaches solely under the terms of an agreement
  - installed or incorporated in aircraft or spacecraft
  - claims made in any country outside the European Union if you have premises or representation in that country
- injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1
- injury, loss or damage arising from products exported to the USA or Canada
- any liability in respect of pollution or contamination:
  - in the USA or Canada
  - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on an offshore installation or travelling to or from
- **Terrorism Cover**  
Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule which ever is the lower.
- **The Excess**  
Please refer to your policy schedule

# Additional Information

## Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

## Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices):
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage
  - please provide your policy number and as much information as possible about the claim

## Allianz Claims Handling Office Telephone Numbers

**For Liability claims**

Tel: 0344 893 9500

Lines are open from 9am to 5pm Monday to Friday.

**Outside our normal opening hours contact us on our 24-hour claim notification line –**

Tel: 0345 604 9824

## Allianz addresses for claims correspondence

**For all claims, other than Engineering claims:**

Claims Division

Allianz Insurance plc

PO Box 10509

51 Saffron Road

Wigston

LE18 9FP

# Additional Information continued

## Cancellation Rights

The policy may be cancelled at your request however you will not be entitled to a return premium. To cancel the policy, please contact the insurance adviser who arranged the policy.

## How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Alternatively:  
Phone: 01483 552438  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online.

If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

# Additional Information continued

## Would I receive compensation if Allianz is unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Policy Limits

Higher limits may be available on request. Please ask your insurance adviser for details.

## Law Applicable & Policy Language

Unless agreed otherwise by the Insurer:

- a the language of the Policy and all communications relating to it will be English;
- and,
- b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

## Terrorism Cover

In addition to the cover automatically provided, the policy (except for the Commercial Legal Expenses Section) can be extended to provide Terrorism cover for an additional charge. For further information contact your insurance advisor.



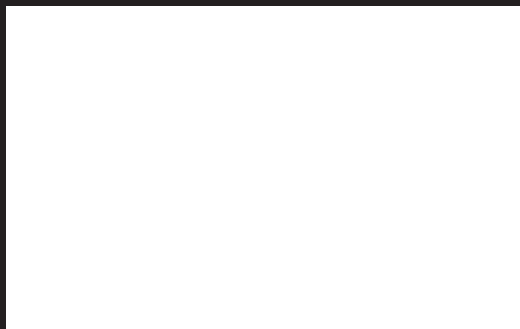
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**WRIGHTSURE**  
insurance group

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[www.allianz.co.uk](http://www.allianz.co.uk)