

LIABILITY



Summary of Cover

This is a summary of the cover available with our Liability policy. We hope you find it useful.

Type of insurance and cover

Our Liability policy has been designed for Public, Private and Chauffeur Hire risks. It provides non motor Liability cover for passengers whilst outside your vehicle, either being escorted or in the custody and control of your driver.

Name of the insurance undertaking

Underwritten by Aviva Insurance Limited.

Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference Number 202153.

Important Facts about your Insurance for Commercial Customers

Some important facts about your Liability insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy booklet to make sure you understand the cover it provides. This policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Policy Schedule). Your policy wording can be found at **www.Qunderwriting.com**.

About your Liability Cover - Key Benefits:

| Features and benefits Included automatically | Significant exclusions or limitations | Policy section information can be found in |
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| Cover provided for Legal Liability to the public for accidental personal injury or damage to property. | £5 million indemnity limit. There is no cover for damage to property or personal injury from products supplied, or from exposure to, inhalation of, fears of the consequences of exposure to/ inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating, or managing any property arising out of the presence of asbestos. £250 Property Excess | Public Liability |
| Legal Expenses arising from Health and Safety Legislation | Fines or Penalties. Employee proceedings. £250 Excess (first part of any claim) | Public Liability |
| Defective Premises Act Liability | £5 million Indemnity limit. £250 Property Excess | Public Liability |
| Compensation for Court attendance as a witness | £250 per day (Proprietors/Directors) £150 per day (Employees) | Public Liability |
| Cross Liabilities where there is more than one party named as Policyholder | £5 million Indemnity Limit £250 Property Excess | Public Liability |
| Tenants Liability for hired/rented premises | £250 Excess | Public Liability |

| Optional Cover | Significant exclusions or limitations | Policy section information can be found in |
|---|--|--|
| Legal Liability to the public for accidental personal injury or damage to property. | Can be increased to $\pounds10$ million Indemnity limit. There is no cover for damage or Personal Injury to property from products supplied | Public Liability |
| Legal Liability to the public for accidental personal injury or damage to property within the premises of the proprietor | $\pounds 2$ million Indemnity limit There is no cover for damage to property from products supplied | Public Liability |
| Legal Liability to pay compensation for bodily injury, death, disease or nervous shock sustained by your employees at work including Legal Costs and Expenses | Up to £10 million Indemnity limit Amounts not strictly required by Legislation are not payable. There is no cover for any injury sustained by an employee while in a vehicle or getting in or out of a vehicle when it is being used on the road | Employers Liability |
| Legal Expenses arising from Health and Safety Legislation | Fines or Penalties Proceedings not involving Employees | Employers Liability |
| Unsatisfied Court Judgements over six months after the judgement | £10 million Indemnity limit | Employers Liability |
| Compensation for Court Attendance | £250 per day (Proprietors/Directors) £150 per day (Employees) | Employers Liability |
| Cross Liabilities | £10 million indemnity limit | Employers Liability |

What are my obligations?

This is a summary of your main obligations under the policy:

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would
- take into account in our assessment or acceptance of this insurance-If you fail to make a fair presentation of risk thiscould affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to yourpolicy
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other lossprevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims Procedure set out in yourpolicy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.

Making a claim

All claims irrespective of negligence or liability must be, in the first instance, reported to Aviva Incident Care on 0800 015 1498.

Incident Care 0800 015 1498 is available 24 hours a day, 365 days a year.

When and how do I pay?

Payment options should be discussed with your insurance broker.

If you have a complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance advisor or alternatively write to: Q Underwriting, 40 Cathedral Road, Cardiff CF11 9LL or telephone us on **02920 301030**.

Q Underwriting and Aviva are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body if you are eligible to do so (see http://www.financial-ombudsman.org.uk for further details). Following the complaints procedure does not affect your right to take legal action.

Our privacy notice (www.Qunderwriting.com/privacy/) lets you know how we use your data and how to request removal.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel your policy, contact your insurance adviser. Please note that in all instances where a claim has been reported, no return premium will be payable.

Insurance contracts advised and arranged for Commercial Customers are not subject to Statutory Cancellation Rights. Early cancellation, outside of any Statutory Rights, is possible by you or the insurer. In this event you will remain liable for the premium due for the period on risk.



Q Underwriting Services Ltd 40 Cathedral Road, Cardiff CF11 9LL www.Qunderwriting.com

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