



COMMERCIAL
EXPRESS

Summary of Cover



Land Liability Insurance Summary of Cover

The information provided in this summary of cover is key information about the insurers and insurance cover available within this Land Liability Policy which is designed to provide Employers (where selected), Public and Products liability for you as Land owners.

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.

This Policy has been provided to you based on the information supplied about you, your tenants and your business or property in the statement of fact and other material information declared which forms the basis of the contract between you and us. It is therefore very important that you let your insurance broker know immediately of any changes that affect the information you have disclosed to us.

This summary of cover should be read in conjunction with your Policy Schedule.

The insurance cover from the policy is valid for the duration as specified in your Policy Schedule. You may need to review and update your policy schedule periodically to ensure adequacy of cover.

Your insurance cover is arranged by Commercial Express Quotes Limited and underwritten by Ascot Syndicate 1414 at Lloyd's for 100%.

Authorisation and regulation

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04098461. Registered Office:

20 Fenchurch Street,
London,
United Kingdom
EC3M 3BY.

Please note: This Policy may be amended by optional extensions and endorsements to your cover as per your individual Policy Schedule.

Significant Features and Benefits

The Policy document 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 Certificate may also contain conditions describing actions that you must take or avoid for any cover to operate.

Section F. Section 1 – Employers' Liability (this Section only applies if shown in your Schedule) – See also pages 16-17 of your Policy wording

This section should be read in conjunction with the corresponding section in the full Policy wording and Schedule

Significant features and benefits of cover

Provides an indemnity for legal liability in respect of Injury sustained by any Employee of 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 Policy does not cover Injury to any Employee that arises outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands except in respect of temporary non-manual visits.

Section F. Section 2 - Public Liability – See also pages 18-21 of your Policy wording

This section should be read in conjunction with the corresponding section in the full Policy wording and Schedule

Significant features and benefits of cover

Provides an indemnity for legal liability in respect of

- Accidental Injury to any person
- Accidental loss of or Damage to Property

Occurring:

- a) within the Territorial Limits (Great Britain, Northern Ireland, the Channel Islands and the Isle of Man).
- b) elsewhere in the European Union in respect work undertaken by Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits.
- c) elsewhere in the world in respect of work undertaken by non-manual directors or non-manual Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits during the Period of Insurance in connection with the Business.

Section F. Section 3 - Products Liability – See also pages 22-23 of your Policy wording

This section should be read in conjunction with the corresponding section in the full Policy wording and Schedule

Significant features and Benefits of Cover

Provides an indemnity for legal liability in respect of

- Accidental injury to any person
- Accidental loss of or Damage to Property

Happening anywhere in the world during the Period of Insurance and caused by any Product

Significant and Unusual Exclusions for Section F. Sections 2 and 3

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.
- Professional advice given by the insured for a fee or in circumstances where a fee would normally be charged.
- Property belonging to or 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 their entirety at a specific moment in time and place during the Period of Insurance.
- Coronavirus, SARS-CoV-2 or any mutation or variation.

These exclusions are more fully detailed under the relevant sections of your Policy or under the General Exclusions section of your Policy wording.

Limits of Indemnity

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

Section F. Section 1 - Employers' Liability – See page 16-17 of your Policy wording

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.

Section F. Sections 2 and 3 - Public and Products Liability – See pages 18-23 of your Policy wording

Public Liability –

The limit of indemnity is as stated in the Schedule and is 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.

Products Liability –

The limit of indemnity applies to any one occurrence or series of occurrences arising from one originating cause during the Period of Insurance but limited in the annual aggregate

Unless stated otherwise, your own defence costs, incurred with our consent, will be covered in addition to these limits.

Legal Jurisdiction.

The Insurers will indemnify 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

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

- War;
- Hazardous Work;

These exclusions are more fully detailed under the General Exclusions section of your Policy wording.

Excess

The Excess level applicable to this insurance cover is as stated on your Schedule.

General Conditions

You shall:

- a) take all reasonable precautions to avoid, prevent or minimize injury to employees, third parties or damage to the property of others;
- b) prevent the sale or supply of products which are defective in any way;
- c) comply with all statutory obligations and regulations imposed by any authority;
- d) exercise reasonable care in the selection and supervision of employees;
- e) make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Claims Procedure

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following:

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling Kent
ME19 4AJ
Tel: 01732 520273
Email: new.claims@woodgate-clark.co.uk

It will be helpful when reporting a claim if you are able to advise the policy number and brief details of the claim. You should take all reasonably practicable steps to mitigate or reduce further damage or bodily injury. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You must:

- a) not admit liability even if asked to do so by a third party.
- b) give us or our representative all necessary assistance.
- c) complete and return any claim form sent to you, as soon as possible.

Complaints Procedure

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:

Woodgate and Clark Limited
42 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent

ME19 4AJ

Phone: 01732 520270

Email: complaintsdept@woodgate-clark.co.uk

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If your complaint relates to any other matter including claims, you should contact : Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager

Commercial Express

B1 Custom House

The Waterfront

Level Street

Brierley Hill

DY5 1XH

Phone 01384 473201

Email complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>

Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response. You may also raise a complaint directly with Us by using the contact details below:

Complaints Manager

Ascot Underwriting Limited

20 Fenchurch Street

London

EC3M 3BY

Tel: +44(0)207 743 9600

Email: complaints.inbox@ascotgroup.com

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Commercial Express or Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's

Fidentia House

Walter Burke Way

Chatham Maritime

Chatham, Kent

ME4 4RN

Email: complaints@lloyds.com

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below.

If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

Financial Services Compensation Scheme (FSCS)

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: enquiries@fscs.org.uk

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: www.fscs.org.uk

Cancellation

You may cancel this Policy at any time by notifying Commercial Express Quotes Limited via Your insurance adviser.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this Policy is cancelled prior to or within the cooling-off period You must return to Us all Policy documentation.

If this Policy is cancelled after the cooling-off period You must return to Us any Employers' Liability Certificate if one was issued.

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes limited being non-refundable.

How to Pay

The insurance broker that arranged the insurance will advise you of the full details of when and the options by which you can pay.