

Crew Cover

***Crew Cover Public
and Products
Liability Insurance***

Policy Summary

vs.2_5.2019

This document provides a summary of the main features and benefits under the Crew Cover Public and Products Liability Insurance and the policy terms and conditions. For full details of all policy benefits and all terms you should read the policy document.

The Crew Cover Public and Products Liability Insurance is an annual insurance contract, unless stated otherwise in the quotation or renewal documentation, and may be renewed each year subject to the terms and conditions then applicable.

An outline of the significant features and benefits included in your policy are set out below followed by significant or unusual exclusions and limitations.

This Crew Cover Public and Products Liability Insurance has been effected under Binding Authority UMR B038518CC100 granted to Carroll Insurance Brokers by the following insurers:

100% Lloyd's Underwriters
100% Munich Re Syndicate 457

You may need to review and update the cover periodically to ensure it remains adequate.

Significant Features and Benefits

Public Liability Insurance provides an indemnity for liability at law to compensate third parties (not employees) for accidental bodily injury or accidental property damage arising out of your business.

Products liability provides an indemnity for your legal liability for accidental injury to third parties (not employees) or accidental damage to their property arising out of any goods or products sold or supplied by you in the course of your business.

Standard extensions applicable to Public Liability and Products Liability include:

- 1 Contractual liabilities - contractual obligations relating to injury to third parties.
- 2 Indemnity to principals - contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- 3 Health & Safety defence costs - payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Section 2 - 8).
- 4 Inter-company cross liabilities - the insurance will be applied as if separate policies have been issued to each subsidiary but the maximum sums payable will not be increased and will apply so as to limit the total sum payable across all companies.
- 5 Manslaughter - payment of manslaughter defence costs whether arising under common law or statute including the new Corporate Manslaughter and Corporate Homicide Act 2007.
- 6 The following cover is granted for property in your care, custody or control:
 - premises temporarily occupied by you for work;

- visitors' personal effects or;
- tenanted premises for liability arising outside of any tenancy agreement;
- damage to your customer's goods;
- damage to that part of the property on which you are working.

Significant / Unusual Exclusions or Limitations

The policy document contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below.

Significant exclusions applicable to Public and Products Liability:

The first amount of each and every claim as stated as the "excess" in the quotation or renewal offer document, and; Liability arising from or relating to:

- a) injury to employees;
- b) liability in North America (unless specifically included by endorsement to the policy); c) marine or aviation liability;
- d) liquidated damages, fines or performance warranties;
- e) punitive, exemplary or aggravated damages;
- f) security and crowd control;
- g) hazardous works;
- h) war or terrorism;
- i) pollution;
- j) property owned or in your custody and control except where cover is provided.

Significant exclusions applicable to Products Liability only:

- k) liability for or the costs of recall or making good defective products or workmanship;
- l) products knowingly incorporated into aircraft or aerial devices.

These exclusions are more fully detailed under 'Public Liability Limitations and Exclusions' on Page 7 of your policy,

'Products Liability Limitations and Exclusions' on Page 9 of your policy and

'Exclusions to insured sections A, B and C' on Pages 13 - 15 of your policy.

Important Information

Your Right to Cancel

You have the right to cancel within 14 days from entering the contract or receiving the policy documents, although insurers reserve their rights on refunding any premium if you have made a claim under the policy during this time.

Following this 14 day period there is no right of cancellation on your part, please ensure the policy is suitable for your requirements. The insurer may issue 30 days written notice of cancellation at any time by writing to your last known address when we will allow a pro rata refund of premium.

Claim Notification

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

Robin Judd
Woodgate & Clark
Colmore Gate
2-6 Colmore Row
Birmingham
B3 2QD

Email: r.judd@woodgate-clark.co.uk Tel: 07738 886356

The above must be provided with as much information as possible about the claim, including any information which may be required immediately upon request. No admission of liability or payment offer can be made by You without prior written consent of the insurer.

Complaint Procedure

This Policy is insured 100% by Syndicate 457 at Lloyd's. In the event that you wish to make a formal complaint you should contact Munich Re Syndicate Ltd via one of the following:

In writing:

Claims Department Munich Re Syndicate Ltd

**St Helen's, 1 Undershaft
London EC3A 8EE**

**Tel: +44 (0)20 7 886 3925
Via Email: wtk.claims@mrunderwriting.com**

In the event that you remain dissatisfied you can refer the matter to Lloyd's:

In writing:

**Complaints, Lloyd's,
Fidentia House,
Walter Burke Way,
Chatham Maritime,
Kent, ME4 4RN**

**Tel: +44 (0)20 7327 5693
Via *Email:*
complaints@lloyds.com
Fax: +44 (0)20 7327 5225**

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 have the right to refer your complaint to the Financial Ombudsman Service. Full contact details can be found in your Policy Wording.

Financial Services Compensation Scheme (FSCS)

Syndicate 1955 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from this scheme. Further details can be obtained from:

**Financial Services Compensation Scheme,
7th Floor, Lloyds Chambers,
Portsooken Street,
London E1 8BN**

**Tel: 0207 89 27300
Fax: 0207 892 7301
Web: www.fscs.org.uk**

The law and language applicable to the policy

The law of England will apply to this contract unless you and the Company agree otherwise. The language used in this policy and any communications relating to it will be English.