

Public and Products Liability Policy Summary

The following is a summary of the key features, benefits, and significant limitations of the policy provided by QUINN - *Insurance*. Full terms and conditions of cover can be found in the policy document. This summary is intended as a generic document, the purpose of which is to outline the general scope of cover provided under our standard policy.

Policy Type and Cover Provided

The policy provides public and products liability cover. The standard duration of this policy is twelve months. Cover is provided to protect the insured against legal liability to pay compensation, claimants' costs and expenses in respect of accidental:

- Bodily injury to any person (except as provided through an employers' liability policy);
- Loss or damage to material property occurring in connection with the business.

Significant Features and Benefits of the Policy

- Standard indemnity limit of £2million, with the option to increase.
- Covers legal expenses in defending criminal proceedings brought under:
 - Health and Safety at Work Act 1974 (Section 36 or 37)) or similar provision applying in any amending or replacing legislation.
 - Health and Safety at Work (Northern Ireland) Order 1978 (Article 31) or similar provision applying in any amending or replacing legislation.
 - Safety, Health and Welfare at Work Act 2005 or similar provision applying in any amending or replacing legislation.
- Standard cover for liability arising out of work carried out at a height up to 15m above ground level and up to 3m depths below ground level, with the option to increase.
- Indemnity to principal, directors and employees.
- Liability arising from ownership of premises under:
 - Defective Premises Act 1972 [UK]) or similar provision applying in any amending or replacing legislation.
 - Defective Premises (Northern Ireland) Act 1975) or similar provision applying in any amending or replacing legislation.
- Liability out of ownership, possession or control of passenger lifts.
- Cover under CDM Regulations provided insured is also principal contractor.
- Indemnity in respect of Mechanical Plant whilst in use as a tool of trade.
- Cover applies worldwide (except for products exported to the USA and Canada, and liability arising out of manual work carried out outside of the stipulated territorial limits).
- Policy provides cover as standard in Great Britain, Republic of Ireland, Northern Ireland, Isle of Man, and the Channel Islands.
- Cover for cross liabilities.
- An excess discount of up to 50% (to a maximum of £4000) where the insured have assisted the company fully in bringing about a quick and cost effective settlement.

Significant and Unusual Exclusions or Limitations

The policy contains some exclusions and limitations. A summary of these are listed below.

- The first amount of each claim for loss or damage (known as the "excess"). The excess will be shown on the schedule.
- Liability from the use of heat equipment away from Insured premises (unless agreed). No indemnity for damage to that part of property where it is a direct consequence of work carried out by the insured.
- Liability from death, bodily injury, sickness or loss or damage to property in USA or Canada as a result of goods sold or supplied to these countries.
- Bona fide sub contractors must have Employers' Liability and Public Liability insurance.
- Liability arising out of the consequences of advice and design provided for a fee.
- Contractual liability (unless agreed).
- Damage to property belonging to or held in trust by the insured except for:

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- Personal property;
- Premises including their contents, not lent; leased, rented or hired to the insured but temporarily occupied by the insured for the purpose of carrying out work.
- Product recall, removal, repair, alteration, replacement and reinstatement.
- Inevitable Loss.
- Deliberate acts.
- Pollution.
- Loss of or wrong information.
- No indemnity for employees in course of employment.
- Liquidated damages and penalties.
- No liability from possession, use or control of aircraft or watercraft.
- Motor vehicles which require insurance under the Road Traffic Acts or being used outside the Territorial Limits.
- Cover excludes liability arising from the carrying out of specific hazardous activities as detailed in the policy document (unless otherwise agreed).

Please refer to the policy document for full details.

Cancellation Rights

The Insured may cancel the policy at any time by writing to QUINN - *Insurance*. Full details of charges that may be incurred and applicable refund procedures are detailed in the policy document.

Claims Notification

Please call 0845 3511210 to notify a claim.

Complaints

We aim to give you the highest standard of service at all times. If at any time you feel dissatisfied with the service provided or feel that you have cause for complaint, you should write to:

The Customer Services Manager

QUINN – *Insurance*
3 Lawnakilla Way
Carran Business Park
Enniskillen
BT 74 4RZ

If following our response to your complaint you are not fully satisfied with the outcome you may contact the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR
0845 080 1800

In the event that we are unable to meet our obligations you may have entitlement to compensation through the Financial Services Compensation Scheme (FSCS). The FSCS can be contacted on 020 7892 7300. Further information is available on the website www.fscs.org.uk