



Arranged by



Underwritten by

# ***‘HAULAGE PLUS’***

## **Policy Summary**

## **Combined Liability Policy Summary**

This combined liability policy is underwritten by Royal & Sun Alliance Insurance plc. It is an annual contract and may be renewed each year subject to the terms and conditions then applicable.

### **Law and language applicable to the policy**

English Law will be applicable to the contract of insurance between us, unless stated otherwise in your Policy's terms & conditions. The language used in this policy and any communication relating to it will be English. This policy provides cover in respect

### **Employers' Liability and Public and Products Liability.**

The Employers' Liability section of the policy provides protection against your legal liability for damages and legal costs arising from:

- injury to any person employed caused during the period of insurance and arising out of and in the course of employment in your Business

The Public and Products Liability section provides indemnity for your legal liability for damages including claimant legal costs arising out of:

- accidental Injury to any person (excluding persons employed)
- accidental loss or damage to third party Property
- nuisance and trespass (excluding deliberate acts)

happening during the period of insurance in connection with the Business.

The following tables provide only a summary of the main policy benefits and the terms and conditions. For full details of these and all the terms and conditions that apply you should read the policy document, a copy of which will be provided on completion of your contract or at any time on request.

**EMPLOYERS' LIABILITY INSURANCE – the following will automatically be included**

**Standard Cover**

- Employers Liability. Injury of any person employed caused during any period of insurance. Injury is defined as bodily injury death disease or illness
- Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury.
- Limit of Indemnity for Employers Liability £10,000,000 any one event (restricted to £5 million in respect of terrorism)
- Higher Indemnity Limits may be available in some circumstances upon request
- Covers Employees temporarily working overseas
- Indemnity does not apply for;
  - Nuclear risks
  - Injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Community

**General Conditions & Exclusions**

**The following apply to the policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read the policy document.**

**General Conditions and Exclusions**

- If there are any changes to the Business, the Premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being repudiated
- Cover for any work undertaken Offshore is excluded. Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.
- You must at your own expense take reasonable precaution(s) to prevent any occurrence or cease any activity which may give rise to liability under the Policy and maintain all buildings furnishings ways works plant machinery and vehicles in sound condition

**PUBLIC AND PRODUCTS LIABILITY INSURANCE – the following will automatically be included**

**Standard Cover**

- Public Liability. Accidental Injury to members of the public or accidental damage to their property
- Products Liability. Accidental Injury or accidental damage to property resulting from products supplied
- Wrongful arrest or wrongful imprisonment of a member of the public
- Contingent Motor Liability
- Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage. Limit of Indemnity £250,000 any one period of insurance
- The minimum limit of Indemnity provided for Public Liability will usually be £1,000,000 any one event. Higher limits can often be provided
- The minimum limit of Indemnity provided for Products Liability will usually be £1,000,000 any one Period of Insurance. Higher limits can often be provided
- The Policy will usually allow the claimant's costs and expenses in addition to the Limit of Indemnity
- Excludes legal liability;
- arising from risks that require more specific insurance i.e. Motor, Marine
- arising in connection with advice, design or specification provided for a fee
- for Injury to employees
- arising from loss of or damage to property in your custody or control
- caused by pollution unless sudden and accidental
- arising from contractual liability for products
- Fine and penalties
- Defective products and work and the repair, replacement or recall of same work
- Fear of contracting asbestos related diseases
- Pre-claim asbestos clean up costs
- Some other specific events may be excluded or cover may be qualified.

**General Conditions**

The following apply to the policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read the policy document.

**General Conditions**

- If there are any changes to the Business, the Premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being repudiated.
- If you fail to take reasonable precautions to prevent damage, prevent an occurrence or cease any activity that may give rise to a claim under the Policy.

**Excesses & Limits**

- Your policy may be subject to excesses, which are the amounts you must pay in the event of a claim. Also, certain claims limits may apply. These will both be shown in your policy schedule.

**COMPLAINTS PROCEDURE**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

**Our complaints process**

Initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

**Customer Relations Contact Details:**

Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA

Tel: 0800 1076160

Fax: 01422 325146

e-mail: [halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

**What to do if you are still not satisfied**

If you are still not satisfied, Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

**Financial Ombudsman Service**

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 0801800

e-mail [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

For your protection, telephone calls may be recorded or monitored

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.  
Authorised and Regulated by the Financial Services Authority.