

# [Photographic Alliance of Great Britain Public/Products Liability Policy Summary]

## Policy Summary

## keyfacts

Arranged by



**DARWIN  
CLAYTON  
(UK) LTD**

Underwritten by

**ROYAL &  
SUNALLIAN**

### What is employers' liability insurance?

You are responsible for the health and safety of your employees and any injury or illness they or your former employees may suffer from you if they believe you are responsible for a minimum level of compensation.

Employers' liability insurance covers you if you are liable for compensation for injury or illness caused by your employees or former employees.

Public liability insurance covers you for claims made by members of the public for injury or damage caused by your business or its employees.

### Do I need employers' liability insurance?

If any of your employees are normally based at your premises, you must have employers' liability insurance.

You do not need employers' liability insurance if your employees are on secondment, however, you may still need public liability insurance or other forms of insurance.

Many of your employees will be working on a construction site and you will need to ensure they are covered by the Construction (Design Management) Regulations 2013.

For more information on employers' liability insurance, please contact your broker.

For more information on public liability insurance, please contact your broker.

For more information on construction liability insurance, please contact your broker.

For more information on professional indemnity insurance, please contact your broker.

For more information on directors and officers liability insurance, please contact your broker.

For more information on cyber liability insurance, please contact your broker.

For more information on product recall insurance, please contact your broker.

For more information on business interruption insurance, please contact your broker.

For more information on legal expenses insurance, please contact your broker.

For more information on travel insurance, please contact your broker.

For more information on motor insurance, please contact your broker.

For more information on home contents insurance, please contact your broker.

For more information on life insurance, please contact your broker.

For more information on health insurance, please contact your broker.

For more information on pet insurance, please contact your broker.

For more information on car insurance, please contact your broker.

For more information on home insurance, please contact your broker.

For more information on travel insurance, please contact your broker.

For more information on pet insurance, please contact your broker.

Practice For Trade  
Liability Insurance Policies

### DISCLAIMER

This document is intended to provide a general overview of the policy and is not intended to constitute an offer of insurance or a contract of insurance.

The policy is subject to the terms and conditions of the policy and the policy schedule.

The policy is issued by Darwin Clayton (UK) Ltd, a member of the Darwin Clayton Group.

The policy is underwritten by Royal & Sunallian.

The policy is available in Great Britain and Ireland.

The policy is not available in Northern Ireland.

The policy is not available in the Channel Islands.

The policy is not available in the Isle of Man.



# [Photographic Alliance of Great Britain Public/Products Liability Policy Summary]

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Your Public/ Products Liability policy is underwritten by Royal and Sun Alliance Insurance plc and is an annual contract which may be renewed each year subject to your needs and our terms & conditions.

This policy provides cover for legal liability for damages, including claimant legal costs, for:

- [ ] *accidental injury to any person, excluding employees.*
- [ ] *accidental loss or damage to third party property.*
- [ ] *nuisance and trespass (excluding deliberate acts).*

The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations. For full policy details and our full terms & conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

## Important Information

The Customer Service section of this Policy Summary gives you important information on the following:

- [ ] *Your 'Right to Cancel'.*
- [ ] *Making a claim.*
- [ ] *Our complaints procedure.*
- [ ] *The Financial Services Compensation Scheme.*

## Table 1 Standard Features & Benefits

The following will automatically be included in your policy

Features & Benefits	Significant Exclusions or Limitations
Public/Products Liability Insurance	
<p><b>Standard Covers:</b></p> <ul style="list-style-type: none"> <li>[ ] Public Liability: Accidental injury to members of the public, or accidental damage to their property.</li> <li>[ ] Products Liability: Accidental injury or accidental damage to property resulting from products supplied.</li> <li>[ ] Wrongful arrest or false imprisonment of a member of the public.</li> <li>[ ] Contingent motor liability.</li> <li>[ ] Legal Defence costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; 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 is covered under a separate section of your Policy. (Limit of Indemnity £250,000 any one period of insurance).</li> </ul>	<ul style="list-style-type: none"> <li>[ ] The minimum Limit of Indemnity provided for Public Liability will usually be £1,000,000 for any one event. Higher limits can often be provided on request.</li> <li>[ ] The minimum Limit of Indemnity provided for Products Liability will usually be £1,000,000 for any one Period of Insurance. Higher limits can often be provided on request.</li> <li>[ ] The policy will usually compensate the claimant's costs and expenses, in addition to the Limit of Indemnity.</li> <li>[ ] Excludes legal liability: <ul style="list-style-type: none"> <li>- arising from risks that require more specific insurance e.g. Motor, Marine etc.</li> <li>- arising in connection with advice, design or specification provided for a fee.</li> <li>- for injury to employees.</li> <li>- arising from loss of, or damage to, property in your custody or control.</li> <li>- caused by pollution, unless sudden and accidental.</li> <li>- arising from contractual liability for products.</li> <li>- fines and penalties.</li> <li>- defective products and work and the repair, replacement or recall of such products or work.</li> <li>- nuclear risks.</li> <li>- war risks.</li> <li>- electronic risks.</li> <li>- fear of contracting asbestos related diseases.</li> <li>- pre-claim asbestos clean up costs.</li> </ul> </li> <li>[ ] Other specific events may be excluded by endorsement, or cover may need to be individually assessed.</li> </ul>

## Table 2 General Conditions & Exclusions

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

### General Conditions & Exclusions

- 1] 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 your Policy, your claim may be rejected.

### Excesses & Limits

- 1] Your policy may be subject to excesses, which are the amounts you must pay in the event of each and every claim for loss of, or damage to, property. Certain claims limits may also apply. These will both be shown in your Policy Schedule.



# [Customer Service]

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### Your 'Right to Cancel'

If once you have checked your policy you decide not to proceed with our insurance you have a statutory right to cancel the policy within 14 days, starting on the date you receive your policy documentation.

To cancel, please write to the address or call the number shown on your Policy Schedule. On receipt of your notice, we will refund any premiums already paid, except where you have already made a claim under your policy.

### Making a claim

Should you wish to make a claim under your Policy please contact us as soon as possible:

Darwin Clayton UK Limited  
Darwin House  
20 Mount Ephraim Road  
Tunbridge Wells  
Kent  
TN1 1ED

 Tel: 01892 511144

 Fax: 01892 511455

 E-Mail: [Info@dcuk.co.uk](mailto:Info@dcuk.co.uk)

You must give us any information or help we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission.



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### 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 response 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)



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### 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

 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.

### Compensation

Royal and Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

# Other Important Information

## Premiums and Payments

Premiums are inclusive of Insurance Premium Tax.

## Renewing your policy

At least 21 days before each policy renewal date we will tell you the premium and terms & conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date, otherwise we will automatically renew your policy.

If you pay by direct debit we will continue collecting premiums. This will also apply for payments by credit/debit card, if you have previously given us permission. For other payment by cheque or credit card, you must submit further payments if you wish to renew the policy.

You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, except where you have already made a claim on the policy since renewal date.

## Termination of the contract

You may cancel the contract by giving us 14 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance.

(Need to check that 14 days applies to all classes –the notice period may vary from class to class but should always match what is stated in the policy)

## 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 and any dispute concerning the interpretation of this Policy shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

## Who regulates us?

Royal & Sun Alliance Insurance plc, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL, is authorised and regulated by the Financial Services Authority. Our registration number is 202323.

Our permitted business is as an insurance company and we are authorised to arrange and provide you with our own insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.



## DARWIN CLAYTON (UK) LTD

Darwin House, 20 Mount Ephraim Road, Tunbridge Wells, Kent, TN11 1ED  
Authorised and regulated by the Financial Services Authority



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.