

Insurance Product Information Document

Manufacturer of this Insurance Product: Gem Underwriting Agency Ltd

Insurance Product: General Liability Insurance



Gem Underwriting Agency Ltd (FCA number 986425) is an Appointed Representative of Bannerman Rendell, a company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 00609004) for and on behalf of Irwell Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 02887406).

This document provides a summary of your insurance cover and any exclusions and restrictions. It is not personalised to your individual selections and the full terms and conditions, including the general policy limits and sums insured, can be found in your policy wording, the Schedule and any endorsement which may apply.

What is this type of insurance?

This General Liability Insurance Policy provides cover for your liability to the public, liability to your employees and liability arising as a result of damage caused by your products.



What is insured?

Where selected by you the following sections are covered:

- ✓ **Employers Liability:**
Your legal liability to pay damages including defence costs for injury to any person employed occurring in the course of their employment.
- ✓ **Public Liability:**
Your legal liability to pay damages including defence costs for accidental Injury and/or damage incurred in connection with your business.
- ✓ **Products Liability**
Your legal liability to pay damages including defence costs for accidental injury and/or damage arising out of or in connection with any product connected to your business.
- ✓ **Liability for pollution and contamination arising accidentally out of a sudden, identifiable, unintended and unexpected incident**
- ✓ **Overseas Personal Liability:** Legal liability incurred by you, a person employed or a director for injury and/or damage incurred in a personal capacity in connection with the business
- ✓ **Your liability incurred under the Consumer Protection Act and Food Safety Act**
- ✓ **Your legal liability incurred under the Defective Premises Act**
- ✓ **Prosecution costs awarded against you and legal fees and expenses incurred for breaches of the Health & Safety at Work Act and Corporate Manslaughter and Corporate Homicide Act 2007**



What is not insured?

- ✗ **Employer's liability for which road traffic legislation requires compulsory insurance**
Public and products liability arising out of the ownership, possession, use or operation of aircraft, hovercraft, offshore installation or watercraft
- ✗ **Public and products liability arising from war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution or act of terrorism**
- ✗ **Liability arising out of ionisation, radiations, explosion or contamination by radioactivity**
- ✗ **Damage to property owned, hired or leased or otherwise in your care, custody or control**
- ✗ **Costs incurred to repair or replace defective products or for product recall**
- ✗ **Liability arising in any territory which operates under the laws of the USA or Canada unless otherwise agreed by us**
- ✗ **Liquidated damages, penalty clauses or performance warranties, punitive or exemplary damages or financial loss.**
- ✗ **Exposure or alleged exposure to asbestos or materials containing asbestos other than accidental discovery**
- ✗ **Deliberate act or omission.**
- ✗ **Work offshore unless otherwise agreed by us.**



Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be shown in your Schedule and/or be appended at the end of the policy wording and will be specific to you and could specify conditions precedent to coverage, please read carefully.
- ! Certain limitations may apply to your policy. For example:
 - the excess (the amount you have to pay towards any claim);
 - indemnity limits for each section of cover;
 - a specified time period to report any claims.
 - the period that the policy is in effect



Where am I covered?

- ✓ In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and elsewhere in the world but excluding USA and Canada in respect of temporary non manual visits by employees normally resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- ✓ In respect of product liability cover is granted worldwide but excluding USA and Canada unless otherwise agreed by us.



What are my obligations?

It is your responsibility to:

- Ensure that all information provided by you or on your behalf is honest and accurate.
- Disclose all material circumstances you know or ought to know to allow us to make a prudent determination as to our acceptance of this insurance.
- Advise us immediately of any inaccuracies, errors or omissions within your policy documents and of any changes to your details or circumstances.
- Take reasonable precautions to prevent injury or damage and cease any activity that has given rise, or could give rise, to injury or damage.
- Exercise care in the selection and supervision of persons employed.
- Comply with all statutory requirements and safety regulations.
- Comply with the terms and conditions of your policy.
- Comply with the claims procedure set out within the policy.
- Give us the information and assistance we need to administer your policy and handle any claims.
- Send us unanswered any letter, court order, summons or other legal document which relates to a claim without delay.
- Check your policy documentation, with particular attention to your schedule, endorsements and conditions precedent to ensure you have the coverage you need and expect.
- You must provide us with your Employers Registration Number (ERN) where appropriate



When and how do I pay?

The premium for this policy is shown in your Schedule. You must pay the premium to your broker, agent or other insurance intermediary with whom you arranged your cover on or before the inception/start date unless credit facilities have been extended to you. Payment must reach us no later than 45 days after inception.



When does the cover start and end?

Please refer to your Schedule for the specific period covered by your policy.



How do I cancel the contract?

We can cancel your policy at any time (please refer to the *Cancellation* section of the policy wording). You will receive a full refund of the premium paid if you cancel your policy before cover has commenced. Otherwise, we may cancel your policy at any time during its currency and we will agree an appropriate refund noting that as the policy is minimum and deposit, we are not obliged to offer one.