

Remover's Liability: Summary of Cover

This insurance contract is designed to meet **Your** legal liabilities in respect of the covers quoted (i.e. Public and Products Liability AND Employer's Liability should this option have been requested) whilst **You** are operating as a commercial removal contractor within the territorial limits detailed within the **Schedule**.

Section 1: Employer's Liability

This insurance protects **You** against damages and legal costs that arise as a result of claims from **Employees** suffering death, **Injury**, illness or disease from their employment with a financial limit as detailed within the **Schedule**. *See sections applicable: section 1*

Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City

Section 1 of this policy applies to any **Employee** whilst carrying out **Business** within the territorial limits detailed above on behalf of the insured provided such **Business** is in connection with those detailed under 'Operation' within the **Schedule** and provided that such **Employee** normally resides within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Definition of Employee

- any person under a contract of service or apprenticeship with **You**;
- any labour master or labour only sub-contractor or person supplied by any of them;
- any self-employed person;
- any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by **You**;
- any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;
- any volunteers

Section 2: Public Liability

Cover is provided in respect of legal liability in connection with **Your Business** to pay compensation including legal costs for:

- Accidental death or **Injury** to any person(s) excluding **Employees**
- Accidental loss or damage to third party **Property**
- Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution

Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City

Section 3: Products Liability

Cover is provided in respect of legal liability in connection with **Your Business** to pay compensation including legal costs for accidental **Injury** or accidental loss or damage caused by Products supplied by **You**

Extension – Indemnity to Principals and Others

We will also cover any principal under Sections 1 and 2 against liability in respect of Injury or loss of, or damage to, **Property**, to the extent that any contract or agreement entered into by **You** with any principal so requires provided that

- (a) payment would have been made by **Us** had a claim been made against **You**;
- (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply;
- (c) No payment will be made by **Us** in respect of liquidated damages or under any penalty clause;
- (d) payment made by **Us** under Section 1 shall only apply in respect of liability to any person who is an **Employee**.

If **You** are comprised of more than one party, **We** will make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party. Nothing in this Extension shall increase the Limits of Liability of the operative Section stated in the **Schedule**, regardless of the number of persons claiming to be insured by this Policy.

What is covered



Significant Limitations and Exclusions



Section 1: Employer's Liability (if Selected)

We will pay all sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of Injury sustained by an **Employee** of **Yours** arising out of and in the course of their employment or engagement by **You** and caused during the **Policy Period** stated in the **Schedule** in connection with the **Business** activity described within the **Schedule** and occurring within the Geographical Limits.

There is no cover for Injury sustained by any **Employee** in respect of which compulsory insurance is required to be arranged by **You** under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation.

There is no cover for Injury sustained by any **Employee** whilst working **Offshore** unless **We** are required by compulsory insurance regulations to make such payment whereby **Our** liability shall be limited to £5,000,000 any one occurrence

Section 2: Public Liability

We will pay all sums which **You** shall become legally liable to pay up to the limit of liability stated in **Your** policy **Schedule** and associated costs and expenses

- Motor Vehicle Tools of Trade Risk
- Motor Contingent Liability
- Movement of Obstructing Vehicles
- Defective Premises Act
- Leased or Rented Premises
- Overseas Personal Third Party Liability
- Data Protection Act

We will also pay, under this section any costs and expenses incurred by **You** in addition to the Limits of Liability stated in the **Schedule**

We will deduct the policy **Excess** as stated in **Your** Policy **Schedule**

There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless **You** have requested it and it has been agreed by **Us**.

There is no cover for loss arising from professional advice given by **You** for a fee

There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos

There is no cover for liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

We will also pay, under this section any legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to **Property** which may be covered by this Policy.

We will also pay Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other **Employees**

We will also pay Legal costs in relation to proceedings brought against **You** under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in **Your** policy **Schedule** and in the course of the **Business** and where there is also a claim or potential claim against **You**, or any of the additional persons insured, for damages **You** are entitled to payment under the policy, up to £1,000,000 each occurrence

In the event of the accidental discovery of asbestos, or materials containing asbestos fibre, **We will provide cover**, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors

There is no cover for Injury, loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos unless in the event of accidental discovery.

There is no cover under this section for **Terrorism**

There is no cover under this section for any work undertaken **Offshore**

Section 3: Products Liability

We will pay all sums which **You** shall become legally liable to pay up to the limit of liability stated in **Your** policy **Schedule** and associated costs and expenses

We will also pay for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987

We will also pay for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Sections 7 and 8 of the Food Safety Act

Applicable to all Sections

There is no cover for fines or penalties of any kind

There is no cover for any proceedings arising from circumstances for which insurance is already provided by any other policy

There is no cover for proceedings which arise out of any activity or risk excluded from this Policy

There is no cover for any proceedings which relate to an offence alleged to have been committed outside the **Policy Period** stated in the **Schedule** and in the course of the **Business** activity described within the **Schedule**

There is no cover for loss arising from a Communicable Disease

There is no cover for any legal liability for damage, distortion, erasure, corruption or alteration of Electronic Data

Notifying a Claim

Claims should be notified to **Your** Insurance Broker. **Your** claims will be dealt with by
Convex Insurance UK Limited,
52-54 Lime Street,
London EC3 7AG
United Kingdom

We are entitled to take over and conduct in **Your** name the defence or settlement of any claim. **You** must give all information and assistance required. If **You** do not do so **We** may reject or be unable to deal with **Your** claim, or be unable to pay **Your** claim in full. No admission of liability or offer, promise or payment shall be made without **Our** written consent.

Additional Information

Policy Limits: Higher Limits may be available on request. Please ask **Your** Insurance Broker for details.

Please Read the Policy: Please read the policy and the policy **Schedule** carefully and make sure that it meets **Your** needs and that **You** understand its terms, conditions, limits and exclusions. If **You** wish to change anything or if there is anything **You** do not understand please notify **Your** Insurance Broker. If **You** fail to notify **Us** of any changes **You** require, **Your** policy may not operate fully.

Complaints Procedure:

We aim to provide you with the best possible service at all times.

If the **You** feels that that **We** have fallen short of that or has any concerns about **Your** Policy or a claim, then please contact the Broker or **Your** normal contact at Convex.

You can make a complaint at any time by contacting:

Chief Compliance Officer, Lorraine Mullins:

lorraine@convexin.com

Tel: +44 (0)7919 603210

Convex Insurance UK Limited
52-54 Lime Street
London EC3M 7AG
United Kingdom

We will acknowledge the complaint promptly.

If the complaint had not been resolved to **Your** satisfaction or **You** has not received a final response within eight weeks of submitting the complaint, then the **You** may be eligible to refer its complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which **You** must contact the FOS. [The Financial Ombudsman Service contact details are provided below](#)

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **We** are unable to meet **Our** obligations to **You** under this Policy. If the **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

Regulatory Information

Convex Insurance UK Limited is a company registered in England & Wales with registration number 11796392.

Registered address at 52 Lime Street, London, EC3M 7AF United Kingdom.

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

Email: hello@convexin.com

Website: www.convexin.com

Privacy

- a) **We**, Convex Insurance UK Limited, collect and process data, in order to deliver insurance services such as providing the **You** with a quote, processing Claims and administration purposes. **We** also process data for recruitment purposes, relationship management and dealing with complaints.
- b) The data that **We** collect from **You** and how the **We** process that data will depend on the relationship with **You**. Consequently, **We** will collect relevant data dependent on whether **You** is an applicant (policyholder), beneficiary, a Claimant, a witness, a broker, a potential Employee or a third party. The type of personal information **We** may collect will depend on the purpose for

