

Per Person Liability Insurance

Summary of Cover



THIS POLICY SUMMARY DOES NOT CONTAIN THE FULL TERMS AND CONDITIONS APPLICABLE TO YOUR INSURANCE, WHICH ARE CONTAINED IN YOUR POLICY DOCUMENTS **AND SHOULD BE READ CAREFULLY.**

This insurance is provided by MGAM Limited which is registered in England and Wales. MGAM Limited is an appointed representative of Ambant Underwriting Services Limited, which is authorised and regulated by the Financial Conduct Authority for general insurance intermediation only under firm reference number 597301.

WHAT IS THIS TYPE OF INSURANCE?

This is a small business insurance covering you for your legal liability to employees and to members of the public and for injuries happening to you or your employees and for damage to contract works and tools, all as more fully described in the policy wording.



WHAT IS COVERED



WHAT IS NOT COVERED

EMPLOYERS' LIABILITY

We will pay You for

- a) Damages and costs that you become legally liable to pay for injury to your employees happening while they are working for you
- b) Defence costs that the insurer has agreed to pay in the defence or settlement of a claim

We will not pay

- a) Liability arising under any road traffic legislation.
- b) Any injury while an employee is working offshore.

PUBLIC LIABILITY

We will pay You for

- a) Damages and costs that you become legally liable to pay for injury to third parties and damage to their property.
- b) Defence costs that the insurer has agreed to pay in the defence or settlement of a claim.

We will not pay

- a) Injury to any of your employees or damage to property belonging to you or in your custody or control.
- b) Liability arising under any road traffic legislation or arising out of aircraft or watercraft
- c) The use of any welding or cutting or other spark emitting equipment away from your premises.
- d) Injury or damage that arising out of your products.



PRODUCTS LIABILITY

We will pay You for

- a) Damages and costs that you become legally liable to pay for injury to third parties and damage to their property that arises from your products.
- b) Defence costs that the insurer has agreed to pay in the defence or settlement of a claim.

We will not pay

- a) Injury to any of your employees.
- b) The use of your products in aircraft or watercraft.

PERSONAL ACCIDENT

We will pay You for

- a) The benefits described in the agreed scale for death, injury or disablement which happens in the course of your business.

We will not pay

- a) Any injury that happens while the person is travelling between their normal residence and their place of work.
- b) Sickness or disease, any pre-existing or degenerative condition, suicide or insanity.
- c) Taking drugs or alcohol.
- d) Persons under 16 years of age or over 65 years of age.

CONTRACT WORKS

We will pay You for

- a) Damage to contract works, plant and equipment (including hired-in plant), stock in trade and employee personal effects and tools.
- b) Recovery of immobilised plant and continuing charges you have to pay if hired-in plant is damaged and out of commission.

We will not pay

- a) Damage to contract works that happens after completion and handover.
- b) Any directional drilling.
- c) Wear and tear and electrical or mechanical breakdown or failure

TOOLS OF TRADE AND BUSINESS EQUIPMENT

We will pay You for

- a) Damage to your tools of trade and business equipment including hand tools and ladders, office equipment, computer equipment and software.

We will not pay

- a) Wear and tear and electrical or mechanical breakdown or failure.
- b) Theft from unattended vehicles but this cover can be purchased for an additional charge.

ESSENTIAL BUSINESS LEGAL & PROPERTY OWNERS LEGAL SOLUTIONS

We will pay You for Legal costs and expenses in relation to:

- a) Employment, Employment Compensation Awards, Employment Restrictive Covenants;
- b) Legal Defence, Compliance & Regulation, Statutory Licence, Loss of Earnings;

We will not pay

- a) Costs incurred without prior consent.
- b) Circumstances existing before your cover starts.
- c) Violent or dishonest acts, sexual or alcohol-related offences, illegal immigration, money laundering and parking offences.



ESSENTIAL BUSINESS LEGAL & PROPERTY OWNERS LEGAL SOLUTIONS

We will pay You for Legal costs and expenses in relation to:

- c) Personal Injury, Crisis Communication, Contract & Debt Recovery, Public Rights of Way, Executive Suite;
- d) Property Damage, Nuisance & Trespass, Repossession of Residential Property, Commercial Lease Disputes, Recovery of Rent Arrears and Holiday Homes Contract Disputes.

We will not pay

- d) A judicial review or group litigation order.
- e) Any sum which can be recovered from the court or tribunal.
- f) Tax avoidance, fraud and late or careless tax returns

GENERAL

We will not pay

- a) Any loss or damage or liability that results from war or terrorism or nuclear radiation or contamination.
- b) Computer viruses, erasure or corruption of electronic data or the failure of any equipment to correctly recognise the date or change of date.
- c) Paying any claim or benefit if it means the insurer would be breaching any sanctions of the UN, EU, UK or USA.

ARE THERE ANY RESTRICTIONS ON COVER?

Some sections are subject to an excess which is the amount you will have to pay of each claim. The amounts of the excess for each section are shown in the schedule.

We will not pay more than the sums insured or limits specified in the Schedule or within the policy wording.

WHERE AM I COVERED?

At the premises named in the schedule and within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

WHAT ARE MY OBLIGATIONS?

- You must make a fair presentation of the risk and take reasonable care to give complete and accurate answers to any questions we ask – (whether you are taking out, renewing or making changes to your policy) and must tell us immediately if any of the information contained in the Statement of Fact changes or is incorrect.
- You must contact the insurer as soon as possible after you become aware of any loss or damage or injury that may lead to a claim under the policy.
- You must take all reasonable steps to prevent loss, damage or an accident and keep your buildings and equipment in a good state of repair.
- If you use bona-fide sub-contractors you must make sure they have suitable insurance in place that covers their activities and extends to cover you as the principal.
- You must not admit liability for injury to an employee or a third party or make any offer or promise to settle a claim without the insurer's written permission.



WHEN AND HOW DO I PAY?

For full details of when and how to pay, you should contact your insurance intermediary.

WHEN DOES THE COVER START AND END?

The start and end dates of cover are specified in your policy schedule (the period is usually 12 months).

Cancellation of the Policy

CANCELLATION BY YOU

You can cancel your policy within 14 days of purchase or renewal (for the purpose of cancellation it will be considered that the date you received your documents will be the date after they were posted to you or supplied electronically)

If **You** cancel the Policy within the 14 day period then **you** will receive a full refund of premium, no cover will have been in place from the date of inception and **You** will not be able to make a claim on the policy.

If **you** do not exercise your right of cancellation within 14 days the policy may be cancelled at any time. Provided there have been no claims we will not refund the Public/Products and Employers Liability portion of the premium however a proportionate part of your remaining premium will be refunded.



Novas Insurance Services
Trymlee,
Station Road,
Portbury,
Bristol, BS20 7TN

☎ 0333 305 2226

✉ info@novasinsurance.com

[novasinsurance.com](https://www.novasinsurance.com)

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