

# Public and Products Liability Policy Summary - Cleaning Industry

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Insurance Company Public and Products Liability policy proposition for the Cleaning Industry. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document, reference ZCYL1.

When we refer to you in this document we mean the Insured named in the policy schedule.

## Type of insurance and cover

Cover is provided in respect of legal liability to pay compensation including legal costs for:

- accidental death or personal injury to any person excluding employees
- accidental loss or damage to third party material property.

The duration of this non-investment insurance contract is normally 12 months.

### Significant features

- Indemnity limit of £2m (with alternative limits from £1m to £5 million available upon request) any one claim or series of claims arising out of one original cause. Limit is in the aggregate per period in respect of Products Liability.
- Treatment Cover, includes liabilities incurred in connection with:
  - customers property taken from customers premises for the purposes of cleaning, renovation or repair: up to a maximum limit of £10,000 during any period of insurance
  - customers property being cleaned during any cleaning process
  - customers property removed from site in error and destroyed or disposed of.
- Indemnity to Principal  
Provides cover in the event that a claim is made against any principal of yours in respect of work you are carrying out under a contract or agreement but only in respect of claims for which you would be entitled to receive indemnity under the Policy.
- Efficacy for both Public and Products Liability to full policy limit.  
Provides cover for your legal liability arising from the failure of any product supplied by you to fulfil its intended function and/or for the failure by you to carry out services you have been contracted to perform.

### Optional Extensions available

- Loss of Keys /Consequential Loss of Keys: standard limit of £25,000 applies  
Provides cover for your legal liability in respect of amounts payable for the reasonable replacement of customers keys and/or locks following the loss of their keys whilst in your custody. Includes any consequential losses arising from the inability to gain access to their premises and/or the cost of providing additional security whilst replacement locks are being installed.
- Fidelity Bonding: standard limit of £25,000 applies with higher limits available upon request  
Provides cover for your legal liability to pay for losses sustained by any customer due to any act of fraud, dishonesty or embezzlement committed by an employee.
- Misuse of customers telephones: standard limit of £10,000 applies.  
Provides cover for your legal liability to pay for losses sustained by any customer due to any act of fraud, dishonesty or embezzlement in connection with misuse of telephones committed by an employee.
- Financial Loss (tort only): limits available up to £50,000 any one period (higher limits available upon request)  
Provides cover for your legal liability to pay for financial losses incurred by others (that has not arisen as a consequence of the death of or personal injury to any person excluding employees or the loss of or damage to third party property) other than in respect of claims arising from professional advice.

## **Other benefits**

- Indemnity for directors, employees and principals  
Provides cover in the event that a claim is made against a director or employee, including members of your social, sports or welfare organisations or first aid, security, fire or ambulance services but only in respect of claims for which you would be entitled to receive indemnity under the Policy.
- Wrongful arrest to full policy limit.  
Provides cover for your legal liability arising out of any wrongful arrest or false imprisonment.
- Cover applies world-wide (excluding products exported to USA/Canada unless specifically endorsed).
- Cover includes liabilities incurred in connection with:
  - Health & Safety at Work Act 1974
  - Food Safety Act 1990
  - Consumer Protection Act 1987
  - Defective Premises Act 1972
  - Data Protection Act 1984.
- Personal liability overseas applies.
- Compensation and claimants' costs against libel and slander by in-house and trade publications is automatic.
- Cover arising out of any mechanically propelled plant whilst being used as a tool of trade is included.
- Includes cover for cross liabilities.
- Contingent motor liability cover applies.
- Includes court attendance costs of:
  - any director or partner (£250 per day limit)
  - any employee (£100 per day limit).

## **Significant exclusions**

- Damage to property held in trust except for:
  - customers property taken from customers premises (refer details contained within significant features section)
  - personal effects
  - buildings temporarily occupied by you for the purposes of carrying out work therein or thereon
  - premises hired, leased, rented or lent to you under agreement, which you would not have been responsible for in the absence of such agreement.
- The first £500 of any claim for third party property damage (unless a different amount has been agreed)
- Product recall, replacement or guarantee.
- Products sold or supplied:
  - to USA or Canada (unless specifically endorsed)
  - for use in aircraft or spacecraft.
- Liability for liquidated damages, fines or penalties which applies solely because of a contract.
- Professional advice given for a fee or in circumstances where a fee would normally be charged.
- Fines or penalties.
- Punitive damages awarded by a Court of Law outside of the UK.
- Pollution or contamination other than caused by a sudden, identifiable unintended and unexpected incident.

## **Warranties**

- Specified precautions must be taken whenever you use the application of heat producing equipment away from your own premises.

**Cancellation rights**

This policy does not entitle you to a cooling-off period.

**Claims**

To notify a claim please contact the claims department at Camberford Law Plc

If out of normal business hours please call 08453 002 055.

**Complaints procedure**

We want to provide a first class standard of service. If you have any cause for complaint you should, in the first instance, contact Camberford Law Plc who arranged the policy for you.

Camberford Law Plc: Lygon House, 50 London Road, Bromley, Kent BR1 3RA

Contact: Louise Beacom

Email: [louiseb@camberfordlaw.com](mailto:louiseb@camberfordlaw.com)

Tel: 020 8315 5016

Fax: 020 8315 218

Please quote the details of your policy (your surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to your satisfaction, please write to the Manager of the Zurich Insurance Company branch that issued your policy:

Zurich Insurance Company: Branch address 299 High Street, Sutton SM1 1LJ

If you are still not satisfied with the action taken, you can lodge your complaint with the Chief Executive of Zurich Insurance Company. Simply call 0845 601 4937 or send an email to [chiefexecutive@uk.zurich.com](mailto:chiefexecutive@uk.zurich.com)

A member of the Chief Executive's office will respond to your complaint and offer resolution where possible. If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

The FOS can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS will only consider your complaint if, at the time of notification, you are a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect your legal rights.

**Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 020 7892 7300 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

**Law applicable to the contract**

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as will be shown in the schedule.

If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

**How we will use your data**

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.