

MGAM Limited

MGAM  
PER PERSON  
LIABILITY  
INSURANCE  
POLICY  
SUMMARY

**PER PERSON LIABILITY POLICY SUMMARY**

This document is a policy summary and does not contain the full terms and conditions of the insurance contract. The full terms and conditions may be found in the policy document, a copy of which is available on request.

INSURER	Sections A to D inclusive - 100% Convex Insurance UK Limited a company registered in England and Wales (Company No: 11796392). Section E - 100% Irwell Insurance Company Limited a company registered in England and Wales (Company No: 02887406).
POLICY NUMBER	As stated in the policy schedule.
PERIOD OF INSURANCE	As stated in the policy schedule.

**COVERS AVAILABLE****Section A - Employers' Liability.**

Your legal liability to pay damages and claimant's costs, fees and expenses for injury to an employee arising in the course of his employment by you and happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

**Section B - Public Liability.**

Your legal liability to pay damages and claimant's costs, fees and expenses for accidental injury to a third party or accidental damage to property belonging to a third party arising in the course of your business and happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

**Section C - Products Liability.**

Your legal liability to pay damages and claimant's costs, fees and expenses for accidental injury to a third party or accidental damage to property belonging to a third party arising out of your products and happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

**Section D - Tools of Trade and Business Equipment**

Physical loss or damage to tools of trade and business equipment happening during the period of insurance.

The sums insured are shown in the policy schedule.

**Section E - Commercial Legal Protection.**

Following an insured incident (Breach of Restrictive Covenants / Defence of Legal Rights / Protecting Your Property / Personal Injury / Jury Service and Witness Expenses / Statutory Licence Appeal / Contract Disputes / Recovery of undisputed debts) we will pay your legal costs & expenses including the cost of appeals up to the limit of indemnity and aggregate limit for all claims related by time or originating cause.

The limits of indemnity are shown in the policy schedule.

**EXTENSIONS****Employers' Liability**

Extension 1 Unsatisfied Court Judgements

**Public Liability**

Extension 7 Overseas Personal Liability

**Employers', Public and Products Liability**

Extension 4 Cover for Other Persons  
Extension 9 Manslaughter and Culpable Homicide.

#### **Tools of Trade and Business Equipment**

Optional extension - Theft from unattended vehicles.

#### **Commercial Legal Protection.**

Helplines are available for problems relating to commercial legal matters.

### **SIGNIFICANT LIMITATIONS**

#### **Employers' Liability**

The maximum limit in respect of asbestos or terrorism claims will not exceed £5,000,000.

### **SIGNIFICANT AND UNUSUAL EXCLUSIONS**

#### **Employers' Liability**

Exclusion 2 Offshore Work.

#### **Public liability**

Exclusion 5 Damage to property belonging to you or in your care, custody or control.

#### **Products Liability**

Exclusion 2 Any defect in or unsuitability of a product supplied.

#### **Tools of Trade and Business Equipment**

Exclusion 3 Cleaning, repairing or restoration.

Exclusion 4 Unexplained disappearance.

Exclusion 5 Damage while in use

Exclusion 10 Theft from unattended vehicles.

#### **Commercial Legal Protection.**

Exclusion 1 Claims arising before the insurance commences.

Exclusion 3 Fines and court awards (other than in respect of data protection breaches).

Exclusion 5 Judicial review and challenges to legislation.

### **CANCELLATION**

In the first year of this insurance you may cancel this insurance within 14 days of receiving the contract documentation or from the day of the conclusion of the contract (whichever date is the later) and receive a full refund of the premium paid providing there have been no claims either paid reported or outstanding. You may cancel the insurance at any time after this 14 day period but we reserve the right not to allow a return of premium.

To exercise your right to cancel please contact the insurance broker or intermediary who arranged this cover for you.

### **CLAIMS PROCEDURE**

All claims under this insurance are to be notified to us using one of the following methods and quoting the policy number:

Sections A to D inclusive:

Write to: Broadspire, Silbury Boulevard, Milton Keynes, MK9 2AH.

Telephone: 01908 302011

E-mail: [convexclaims@broadspiretpa.co.uk](mailto:convexclaims@broadspiretpa.co.uk)

You must not admit liability or offer or agree to settle any claim without our written permission.

Section E:

Claims are to be notified to Irwell Insurance Company Limited as follows:

Write to: Irwell Insurance Company Limited, 2 Cheetham Hill Road, Manchester, M4 4FB.

Telephone: 0344 892 0162

E-mail: [claims@irwell.co.uk](mailto:claims@irwell.co.uk).

## COMPLAINTS PROCEDURE

Sections A to D inclusive:

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

In the first instance please contact your insurance broker or intermediary who arranged this insurance for you or contact the Coverholder using the details specified in the Schedule.

If your complaint is not resolved to your satisfaction please contact MGAM Limited by email: [complaints@mgamutual.com](mailto:complaints@mgamutual.com)

Details of any internal complaint-handling procedures are available on request.

If you remain dissatisfied after MGAM have considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS) using the details shown below.

Section E:

If your complaint is about the way a policy was sold to you, please contact the insurance intermediary who sold the policy to you.

If your complaint is about your claim, we are committed to providing a high level of service, but if you believe that we have not delivered the service you expected from us, please let us know so that we can put things right. If you wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB  
Email: [info@Irwell.co.uk](mailto:info@Irwell.co.uk)  
Telephone: 0161 836 9247

We will contact you within 3 days of receiving your complaint to inform you of what action we are taking. We will try to resolve your complaint within 4 weeks. If it will take us longer, we will explain why and let you know when you can expect our final response.

If you are not happy with our response to your complaint, or you have not received a response within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but your complaint must be submitted to them within 6 months of receiving our final response.

## FINANCIAL OMBUDSMAN SERVICE

Contact details for the FOS are:

The Financial Ombudsman Service,  
Exchange Tower,  
London  
E14 9SR.  
Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon us, but you are free to reject it without affecting your legal rights.

Accepting an award made by the FOS may affect your rights to subsequently take legal action.

## COMPENSATION SCHEME

We contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance you may be entitled to compensation of up to 90% of the claim.

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

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU  
Telephone: 0207 741 4100 or 0800 678 1100

or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)