

# Combined Liability Insurance

## Insurance Product Information Document

**Company: Zurich Insurance Europe AG**

**Product: Hauliers Combined Liability**

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**This document is only intended to provide a summary of the key information relating to this insurance product and is not personalised to your individual cover or needs. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.**

### What is this type of Insurance?

This is a **Hauliers Combined Liability Insurance** product which provides two main types of insurance to cover your legal liability to third parties (a party other than you or us), and each aspect has a different focus. The first type of insurance is **Employers Liability** which covers you if you are held responsible in a court of law for causing injury to an employee. The second is **Public Liability** which covers you if you are held responsible in a court of law for injury or damage to third parties (other than employees) arising in connection with your business.



#### What is insured?

##### 1 Employers Liability (if cover applies—see schedule)

- ✓ Your legal liability for injury (defined as accidental death, disease, illness, physical and mental injury, anguish or nervous shock) caused to an employee as result of a workplace accident
- ✓ Third parties costs and expenses incurred in connection with the claim
- ✓ The standard policy is €13m including third parties costs and expenses

##### 2(a) Public Liability

- ✓ Your legal liability for injury (as defined above) damage, wrongful arrest or false imprisonment in addition to a range of other civil wrongs arising in connection with the business
- ✓ Third parties costs and expenses incurred in connection with the claim
- ✓ Policy limits of €2.6m and €6.5m are available including third parties costs and expenses

##### 2(b) Products Liability (if cover applies—see schedule)

- ✓ Your legal liability for injury (as defined above) and damage cause by any products or goods sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled transported or disposed by you
- ✓ Third parties costs and expenses incurred in connection with the claim



#### What is not insured?

There are specific Exceptions and exclusions depending on the cover selected. These are some of the more important ones.

- ✗ The first €125 of any material damage claim (this is standard excess which may be increased in certain circumstances)
- ✗ Liability arising from the ownership or possession or use of mechanically propelled vehicles and/or Trailers where compulsory insurance is required by Road Traffic legislation.
- ✗ All liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- ✗ Product guarantee
- ✗ Product recall



## Are there any restrictions in cover?

- ! We will not pay more than the Limit of Indemnity specified in the Schedule of insurance.
- ! We will not pay more than the monetary or percentage limits for some individual covers as outlined in the policy documentation.
- ! If at the time of any claim arising under this Policy there shall be any other insurance covering the Insured's liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
- ! Endorsements may apply to your policy. These will be shown on your Schedule.
- ! Refer to your policy documentation for any other restrictions that may apply. We would draw your attention specifically to the General Exclusions section of the Policy and the exceptions set out in each section of the Policy.



## Where am I covered?

- ✓ Employers Liability cover applies anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against the Insured in a Court of Law in Ireland or any member country of the European Union.
- ✓ Public Liability cover applies anywhere within the limits of Ireland, Great Britain, Northern Ireland the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the Business by directors and Employees normally resident in and travelling from Ireland, Great Britain, Northern Ireland the Channel Islands and the Isle of Man
- ✓ Products Liability applies anywhere in the world in respect of Products supplied in or from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man provided always that the action for damages is brought against the Insured in a Court of Law in Ireland or any member country of the European Union



## What are my obligations?

You have a legal duty to answer all questions asked by us in connection with your application for insurance honestly and with reasonable care. You must also ensure that any information voluntarily provided by you or on your behalf is provided honestly and with reasonable care. Failure to comply with these requirements and / or any negligent or fraudulent misrepresentation could invalidate your Policy or affect your insurance cover or premium. It could also result in a claim being declined or the amount payable in respect of a claim being reduced or difficulty obtaining insurance in the future. Further information is provided in the Policy Document.

### **You must also (as more fully set out in the Policy Document):**

- Take reasonable steps to safeguard your property against loss, damage and prevent injuries.
- Do all you can to reduce any costs, damage, injury or loss.
- Exercise reasonable care to employ only competent employees.
- Tell us if any of the information you provided before policy cover commenced or renewed subsequently changes.
- Pay the premium or premium instalments on time.
- Tell us about any claims within 30 days of occurrence.
- Provide all the information and assistance we need related to a claim being made.
- Check your policy documentation when you receive it to make sure you have the cover you need and expect.



## When and how do I pay?

You can pay your premium in a single sum or speak to your Insurance Broker about instalment options.



## When does the cover start and end?

Your cover will start and end on the dates stated on your policy Schedule and Certificate of Insurance.



## How do I cancel the contract?

If you decide for any reason that the policy does not meet your needs you are entitled to cancel it within 14 working days from the start date of cover. On the condition that no claims have been made or are pending, the premium will be returned in full. If you cancel after this period you will be entitled to a pro-rata return of the premium unless a claim has been made or is pending, in which case we will retain the premium in full.