

# Liability Insurance



## Insurance Product Information Document

Company: Q Underwriting

Product: Landowners and Property Owners Liability

Q Underwriting is a trading name of Q Underwriting Services Limited. Q Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority FRN657367. Registered in England under No. 08946569. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

### What is this type of Insurance?

This policy is designed purposely for the insurance requirements of landowners and property owners and is suitable for rural land, communal areas, private roads and development sites including public rights of way, natural and manmade hazards. Some of the covers are optional and, as such, are clearly mentioned below.



#### What is Insured?

##### Public and Products Liability

- ✓ Limit of Indemnity up to £10,000,000
- ✓ Up to £2,000,000 any one act of Terrorism
- ✓ Up to £1,000,000 in the aggregate for all occurrences arising from Communicable Disease
- ✓ Accidental injury to persons and accidental damage to material property
- ✓ Corporate Manslaughter and Corporate Homicide costs - £1,000,000
- ✓ Health and Safety at Work legal defence costs
- ✓ Consumer Protection and Food Safety Act
- ✓ Temporary Employees (max 50 man-days)

##### Legal Expenses

- ✓ See separate Summary for further details

#### Optional Covers

You may buy the following additional covers:

##### Employers Liability

- Limit of Indemnity is £10,000,000
- Up to £5,000,000 any one act of Terrorism
- Unsatisfied Court Judgements
- Temporary Employees to a maximum of 50 man-days worked in any one period of insurance



#### What is not Insured?

##### Public and Products Liability

- ✗ The first part of any claim (your excess)
- ✗ Damage to property in your custody or control
- ✗ Libel, Slander and Intellectual property
- ✗ Contractual Liability (subject to policy wording)
- ✗ Cyber and Data
- ✗ Terrorism (except as stated opposite)
- ✗ Pollution (unless caused by a sudden, identifiable, unintended and unexpected event)
- ✗ Asbestos

##### Legal Expenses

- ✗ See separate Summary for further details



#### Are there any restrictions in cover?

##### Public and Products Liability

- ! Damage to property in the ground is excluded unless all reasonable measures are taken to ascertain the location of all pipes, cables and underground services.

##### Legal Expenses

- ! See separate Summary for further details



## Where am I covered?

Cover applies to the land or property owned by you and any structures or hazards on such land (as agreed by us) within the Territorial Limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.



## What are my obligations?

You must:

- make a Fair Presentation of the risk
- provide us with honest, accurate and complete information and inform us without delay of any changes in your situation
- notify us as soon as possible in the event of a claim
- take all reasonable precautions to avoid, prevent or minimise:
  - i) any injury to Employees or third parties
  - ii) damage to the property of others
- comply with all statutory obligations
- pay your excess as the first part of your claim and any additional excesses that apply



## When and how do I pay?

You can pay your premium as an annual amount or speak to your broker about credit facilities.



## When does the cover start and end?

Your cover will start and end on the dates stated in your policy schedule.



## How do I cancel the contract?

### a) during the cooling off period

You have the right to cancel your policy during a period of 14 days either from the day:

- i) of purchase of the contract; or
  - ii) on which you receive your policy documentation
- whichever is the later.

You will be entitled to a refund of the premium paid (including any fee) plus the prevailing rate of Insurance Premium Tax as follows:

- i) if cover has not yet started, a full refund will be given
- ii) If cover has started, a refund will be given for the exact number of days left on your policy

### b) outside the cooling off period

You may cancel your policy at any time by giving written notice to your broker or us.

You will be entitled to a refund of the premium in respect of the exact number of days left of the period of insurance less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax

Under neither a) nor b) will a refund of any part of the premium (and fee) be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance.



LAND &  
PROPERTY  
OWNERS



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**Summary**

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This document is a summary of the significant features, benefits, limits and exclusion of the cover provided by the Legal Expenses section of the cover but does not form or contain full terms of the policy. They can be found in the policy wording so please take time to read it in conjunction with the statement of fact and policy schedule.

It is important that you read these fully before making any decision about your insurance.

Your cover is valid for a period of 12 months or as detailed in your policy schedule and is renewable annually.

# Standard Cover

## Legal Expenses

### Insurance provider for this section

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ

### Advice and online help

You will have free access to legal and tax, telephone advice services by calling the Markel advice line. You will also be able to register for the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP.

### Claims notifications

Legal Expenses only covers claims notified to us within the period of insurance

### Claims handling and notification

Where you have the legal right of freedom to choose, you may choose your own representative provided the representative is appropriate and their charging rate is fair and reasonable. Initial notification of a claim must be made either by writing to us or calling us using the telephone number shown in your policy:

The Claims Department,  
Markel Legal Expenses Insurance,  
81-85 Station Road  
Croydon  
CR0 2AJ

**LEIclaimsuk@markel.com**

<b>The most that we will pay any one claim</b>	Criminal defence: Interview under caution - £2,500 Tax protection: Current tax year enquiry, Court attendance costs - £1,000 All other Sections of cover - £100,000
<b>The most that we will pay for all claims in the period of insurance</b>	£1,000,000
<b>Territorial limits</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man
<b>Excess any one claim</b>	<b>For our choice of representative</b> Tax protection (Aspect enquiry) - £1,000 Contracts for construction and repairs - £500 All other Sections of cover - £0 <b>If you are able to choose your own representative (see wording for details)</b> Property and landlord and tenant disputes, Health and safety defence, Regulatory compliance - £1,000 Contracts for construction and repairs - £2,000 All other Sections of cover – Not applicable
<b>Minimum sum in dispute</b>	Contracts for construction and repairs - £1,000
<b>Maximum construction project value</b>	Contracts for construction and repairs - £500,000
<b>Reasonable prospects of success</b>	Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections: <ul style="list-style-type: none"> <li>• Health and safety defence</li> <li>• Interview under caution</li> </ul> If there is 50% or less chance of the above we will not provide cover
<b>What is not covered by this policy?</b>	Any costs incurred before we have consented to those costs being incurred Pre-existing circumstances

<b>Your Sections of cover</b>	<b>What is covered</b> (please refer to your policy schedule to see what you are covered for) Cover for:	<b>Some significant exclusions</b> (please refer to your policy wording) We will not cover:
<b>Property and landlord and tenant disputes</b>	Disputes over damage, nuisance, trespass, rights over your property, eviction, maintenance and dilapidations	A contract unless it is a tenancy, licence or leasehold agreement, where you will not suffer a financial loss, negotiation of renewal or over planning or building decisions.
<b>Health and safety defence</b>	Representation at an interview under caution and defence of a criminal prosecution for a health and safety offence	Where you are required by the Police to immediately attend an interview under caution at a Police station.  Motoring offence, an assault or a sexual, fraud, dishonesty, criminal damage or tax proceedings.
<b>Tax protection</b>	Representation in a/an Aspect enquiry, Full enquiry, National Insurance and PAYE disputes and a current tax year enquiry	Where there is not a reasonable prospect of reducing the liabilities alleged by HMRC or there is an allegation of fraud, tax avoidance or the defence of a criminal prosecution
<b>Regulatory compliance</b>	Abatement notice appeals and Licence appeals	Planning applications, decisions or disputes.  Appeals arising from a change in the law or regulation or costs of complying with a notice/order
<b>Contracts for construction and repairs</b>	Construction disputes	Works on your property, guarantees and warranties, contracts you enter into through an agent or have taken over by assignment

