



FARADAY

**Public and Products
Excess Liability Insurance
Policy**



CUSTOMER SERVICE INFORMATION

The Underwriters

Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited
Corn Exchange
55 Mark Lane
London EC3R 7NE

Faraday Underwriting Limited is authorised and regulated by the Prudential Regulation Authority ('PRA') and the Financial Conduct Authority ('FCA') as an insurer with registered number 204910 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>.

Camberford Law plc

Your Policy has been arranged through Camberford Law plc. Camberford Law plc is a limited company registered in England under company number 00608819. The registered office of Camberford Law plc is:

Lygon House, 50 London Road, Bromley, Kent, BR1 3RA

Camberford Law plc is authorised and regulated by the FCA as an insurance intermediary with registered number 121476 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>.

CLAIMS AND ENQUIRIES

If you need to report a claim or an incident that may result in a claim or you have a general enquiry regarding your insurance policy please contact your insurance broker in the first instance or Camberford Law plc is:

Lygon House, 50 London Road, Bromley, Kent, BR1 3RA. Tel: 020 8315 5000

IMPORTANT NOTE (AGENCY)

Camberford Law plc acts as agent for **UNDERWRITERS** for all matters relating to the performance of B1053BA016 which grants Camberford Law plc authority to underwrite business on behalf of the **UNDERWRITERS**.

COMPLAINTS

Faraday Underwriting Limited (referred to as “We”, “Our” and “Us”) aims to give its policyholders a high level of service at all times. If there are occasions when We do not meet your standards or you have concerns about the handling of a claim Please contact us at Our registered address shown above or e-mail Us at faraday-compliance@faraday.com. We will do Our best to resolve the problem in a professional and timely manner.

In the event you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Complaints Officer at Faraday Underwriting Limited at Our registered address or at faraday.complaints@faraday.com or the Policyholder and Market Assistance team at Lloyd’s.

Their address is:

Policyholder & Market Assistance
Market Services
Lloyd’s
One lime Street
London EC3M 7HA

Telephone: 0207 327 5693
Facismile: 0207 327 5225
E-mail: complaints@lloyds.com

We will handle your complaint as follows:

We will acknowledge your complaint as soon as We receive it. We will deal with your complaint as quickly as possible and provide you with a formal response within two weeks of receipt of the complaint. If compensation or redress is appropriate We will provide details with our response. If We feel your complaint is not justified full reasons for Our decision will be provided to you.

Details of the Lloyd’s complaint procedures are set out in a leaflet “Your Complaint – How We Can Help” available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd’s has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

GOVERNING LAW

The laws of England and Wales will apply to this Policy unless we agree otherwise with you in writing before issuing the Policy and any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.

POLICY WORDING

This document is Policy wording version B.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No **UNDERWRITER** shall be deemed to provide cover and no **UNDERWRITER** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **UNDERWRITER** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100 (amended)

SEVERAL LIABILITY CLAUSE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation

LSW1001

DATA PROTECTION

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to the **INSURED**, the **UNDERWRITERS** may have access to Personal Data. The **INSURED** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **UNDERWRITERS** (whether such disclosure is made directly by the **INSURED** to the **UNDERWRITERS** or indirectly by the **INSURED** to any agent acting on behalf of the **INSURED** or the **UNDERWRITERS**). The **UNDERWRITERS** shall be the Data Controller of any Personal Data provided to it.

The **UNDERWRITERS** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **INSURED**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The **UNDERWRITERS** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The **INSURED** hereby consents to the **UNDERWRITERS** sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the **UNDERWRITERS** contracts in connection with the contract of insurance between the **INSURED** and the **UNDERWRITERS**

The **INSURED** acknowledges that the **UNDERWRITERS** may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the PRA or the FCA or any other public body or authority of competent jurisdiction and the insured hereby consents to any such disclosure.

The **INSURED** acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the **UNDERWRITERS** sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

INTRODUCTION

The **INSURED** has applied for this Policy by making a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium and any taxes due

The **UNDERWRITERS** has relied upon the details contained in the **PROPOSAL** to decide whether to accept this insurance and determining the terms of such acceptance The **INSURED** must ensure that all the statements in the **PROPOSAL** are accurate and that the **INSURED** has not withheld any material facts otherwise this Policy may be avoided

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim.



Signed for and on behalf of the **UNDERWRITERS**

Paul Ceurvorst
Chief Executive Officer
Faraday Underwriting Limited
For and behalf of Syndicate 435 at Lloyd's
5th Floor
Corn Exchange
55 Mark Lane
London EC3R 7NE

THE INSURANCE

The **UNDERWRITERS** will subject to the terms exceptions conditions and endorsements as the **UNDERLYING POLICY** specified in the Schedule and the terms exceptions conditions and Limits of Indemnity contained herein or endorsed hereon indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages in excess of the **UNDERLYING LIMIT** stated in the Schedule in respect of occurrences happening during the Period of Insurance and arising in connection with the **BUSINESS**

The **UNDERWRITERS** will also pay in respect of any occurrence to which this Policy applies

- (a) costs and expenses recoverable by any claimant from the **INSURED**
- (b) costs and expenses incurred by the **UNDERWRITERS** or by the **INSURED** with the written consent of the **UNDERWRITERS** apportioned in accordance with Condition 3 of this Policy

In the event that the **UNDERLYING LIMIT** applies to either or both categories of costs and expenses as well as damage the Limit of Indemnity under this Policy shall apply in the same way

Provided that

1. the **UNDERLYING POLICY** shall be maintained in full effect during the currency of this Policy except for any reduction(s) of the aggregate limit or limits contained therein solely by payment of claims during the Period of Insurance
2. no liability shall attach to the **UNDERWRITERS** unless and until the insurers of the **UNDERLYING POLICY** have paid or have been held liable to pay the full amount of the **UNDERLYING LIMIT** (after making deductions for all recoveries) as specified in the Schedule

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule and endorsements and extensions

1. **BUSINESS** shall mean as described in the Schedule and no other business for the purposes of this Insurance
2. **GOODS** shall mean goods or products as defined in the **UNDERLYING POLICY** but where there is no such definition in the **UNDERLYING POLICY** shall mean any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by the **INSURED** in the course of the **BUSINESS** and which is not in the possession of the **INSURED** at the time of occurrence
3. **FINANCIAL LOSS** for the purposes of this Policy shall mean a pecuniary loss cost or expense and not occasioned by injury or loss of or damage to property pollution and contamination
4. **INSURED** shall mean the name of the person or persons or corporate body named in the Schedule and includes
 - (a) any subsidiary **UNDERWRITERS** which is named in the Policy Schedule
 - (b) in the event of the death of the **INSURED** the personal representatives of the **INSURED** in respect of liability incurred by the **INSURED**

operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

5. **NORTH AMERICA** shall mean the United States of America and Canada or any territory within their jurisdiction or having a reciprocal enforcement arrangement with them
6. **OFFSHORE** shall mean from the moment in time that an **EMPLOYEE** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **EMPLOYEE** shall disembark from any conveyance onto land upon their return from any offshore installation
7. **PROPOSAL** shall mean any information in connection with this Policy supplied by or on behalf of the **INSURED**
8. **TERRORISM** shall mean any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives
9. **UNDERLYING POLICY** shall mean the primary policy specified in the Schedule
10. **UNDERLYING LIMIT** shall mean the underlying limit as stated in the Schedule and consists of the total of the limit or limits of liability provided by the **UNDERLYING POLICY**
11. **UNDERWRITERS** shall mean Faraday Underwriting Limited for and on behalf of Syndicate 435

LIMIT OF INDEMNITY

The maximum liability of the **UNDERWRITERS** payable under this Policy in respect of damages in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the Liability of the **UNDERWRITERS** for all indemnity payable in respect of or arising out of **GOODS** shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

Any costs and expenses which may be the subject of indemnity under this Policy will be payable in addition to the Limit of Indemnity

GENERAL EXCEPTIONS

These apply to the Policy and all endorsements and extensions unless otherwise stated

The **UNDERWRITERS** shall not indemnify the **INSURED** in respect of

1. any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the **INSURED** has requested that there shall be no such limitation and has accepted the terms offered by the **UNDERWRITERS** in granting such cover which offer and acceptance must be signified by specific endorsement to this Insurance
2. liability as a result of **TERRORISM**
3. liability for **FINANCIAL LOSS**
4. liability caused by or in connection with any **GOODS** to the knowledge of the **INSURED** for export to or use in **NORTH AMERICA** or visits by the **INSURED** or **EMPLOYEE** to **NORTH AMERICA** engaged in manual work
5. liability arising from **GOODS** used with the **INSURED's** knowledge in connection with aircraft watercraft or offshore structures or any work undertaken on or in the vicinity of aircraft or airside
6. liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.
7. liability directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health
8. liability directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
9. liability directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos
10. liability directly or indirectly caused by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
11. liability which is assumed by the **INSURED** by agreement unless such liability would have attached in the absence of such agreement
12. loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **PROPERTY** by or under the order of any government or public or local authority.

CONDITIONS

These apply to the Policy and all endorsements and extensions unless otherwise stated

Conditions number 1, 9 and 11 inclusive of all conditions precedent to liability of the **UNDERWRITERS** under this Policy

1. No amendment to the **UNDERLYING POLICY** making any changes in its terms or conditions shall apply to this Policy until agreed in writing by the **UNDERWRITERS**
2. The **UNDERWRITERS** shall not be called upon to assume charge of the investigation or defence of any claim made or suits brought or proceedings instituted against the **INSURED** but shall have the right and be given the opportunity to be associated in the defence and trial of any such claims suits or proceedings relative to any occurrence which in the opinion of the **UNDERWRITERS** may create liability on the part of the **UNDERWRITERS** under the terms of this Policy
3. Costs and expenses incurred by or on behalf of the **INSURED** with the written consent of the **UNDERWRITERS** shall be apportioned as follows
 - 3.1 should settlement of any claim or claims become practicable prior to the commencement of trial for not more than the **UNDERLYING LIMIT** then no costs shall be payable by the **UNDERWRITERS**
 - 3.2 should the amount for which such claim or claims could be so settled exceed the **UNDERLYING LIMIT** then the **UNDERWRITERS** if they consent to the proceedings continuing shall contribute to the costs incurred by or on behalf of the **INSURED** in the ratio that their proportion of the total claim or claims finally paid bears to the whole amount of such total claim or claims paid
 - 3.3 in respect of the costs not recoverable under any **UNDERLYING POLICY** due to the Insurers thereof having made a payment equal to their total limits of liability the **UNDERWRITERS** shall if they consent to the proceedings continuing be liable for that proportion of costs for which such insurers would have been liable had they not invoked that right

Part 3.2 of this condition does not apply if the Limit of Liability applies to costs and expenses as well as damages

4. If by reason of the payment of any claim or claims under any **UNDERLYING POLICY** during the Period of Insurance the aggregate of the limit or limits of liability provided by any such **UNDERLYING POLICY** is
 - 4.1 partially reduced then this Policy shall apply in excess of the reduced amount of the **UNDERLYING POLICY** for the remainder of the Period of Insurance
 - 4.2 totally exhausted then this Policy shall continue in force as the **UNDERLYING POLICY** until expiry thereof

Provided that this Policy shall not become excess of any reduced or exhausted underlying aggregate limit of liability or aggregate self-insured retention to the extent that such reduction or exhaustion is the result of any liability of a type excluded by this Policy

5. This Policy does not apply to liability of a type which is subject to a limit of indemnity under the **UNDERLYING POLICY** lower than the **UNDERLYING LIMIT** stated in the Schedule
6. Subject always to Condition 5 the Limit of Indemnity stated in the Schedule shall apply in the aggregate in respect of all occurrences arising during any one Period of Insurance where liability is of a type which under the **UNDERLYING POLICY** is subject to an aggregate limit of indemnity applying to the Period of Insurance

7. In circumstances where the **UNDERLYING POLICY** applies criteria different to those applicable to this Policy in determining under which Period of Insurance a claim is admissible this Policy shall be subject to the same criteria Provided that in respect of liability to which an aggregate Limit of Indemnity applies under this Policy to any one Period of Insurance the liability of the **UNDERWRITERS** for all damages payable pertaining to any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule
8. Where the premium is calculated on the statements and estimates furnished by the **INSURED** the **INSURED** shall keep an accurate record of all relevant particulars and shall allow the **UNDERWRITERS** to inspect such record at any reasonable time and shall within one month of the expiry of each Period of Insurance furnish to the **UNDERWRITERS** such information as the **UNDERWRITERS** requires for such expired period and the premium for such period shall thereupon be adjusted by the **UNDERWRITERS** and the difference be paid by or allowed to the **INSURED** as the case may be subject to any agreed minimum premium
9. In the event of an occurrence reasonably likely to produce a claim which exceeds 75% of the **UNDERLYING LIMIT** the **INSURED** shall give immediate notice in writing to the **UNDERWRITERS** The **INSURED** shall provide the **UNDERWRITERS** with such particulars and information as the **UNDERWRITERS** may require in relation to any occurrence or claim notified to the **UNDERWRITERS** and shall forward to the **UNDERWRITERS** immediately on receipt every letter claim form writ summons and process The **UNDERWRITERS** shall be entitled at their discretion to take over and conduct in the name of the **INSURED** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the **INSURED** shall give all information and assistance required No admission of liability or offer promise or payment shall be made without the written consent of the **UNDERWRITERS**
10. The **UNDERWRITERS** may at any time at their sole discretion pay to the **INSURED** the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled and the **UNDERWRITERS** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the **UNDERWRITERS's** payment to the **INSURED** bears to the total payment made by or on behalf of the **INSURED** in settlement of the claim or claims
11. The **INSURED** shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the **BUSINESS** in proper repair and to employ only competent **EMPLOYEES** and to act in accordance with all statutory obligations and regulations The **INSURED** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
12. The **UNDERWRITERS** may cancel this Policy by sending seven days notice by registered letter to the **INSURED** at his last known address and in such event the **INSURED** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance
13. This Policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such courts jurisdiction
14. If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any director or partner or anyone acting on the **INSURED's** behalf to obtain any benefit under this Policy then all benefits under this Policy will be forfeited

15. A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

SCHEDULE OF INSURANCE

AGENT:

INSURANCE POLICY NUMBER:

INSURED:

ADDRESS:

BUSINESS:

PERIOD OF INSURANCE: From to and any subsequent
period for which renewal of this insurance is agreed.

FIRST PREMIUM:
Plus IPT

ANNUAL PREMIUM:
Plus IPT

LIMIT OF INDEMNITY: £

COVERAGE TYPE: Public and Products Liability

UNDERLYING POLICY NUMBER:

NAME AND ADDRESS OF INSURER:

UNDERLYING LIMIT: £