



LIABILITY INSURANCE POLICY

Liability Insurance Policy

INTRODUCTION

The INSURED has applied for this Insurance by completing a proposal form or a statement of fact and declaration 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 COMPANY has relied upon the details contained in the proposal form or statement of fact 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 form or statement of fact are accurate and that the INSURED has not withheld any material facts otherwise this Insurance 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. It is recommended that you to retain details of your Employers Liability policy/ certificates for at least 40 years.

Signed for and on behalf of the COMPANY



Lord Ashton of Hyde
Chief Executive Officer
Faraday Reinsurance Co. Limited
5th Floor
Corn Exchange
55 Mark Lane
London EC3R 7NE

THE INSURANCE

The COMPANY will subject to the terms exceptions conditions endorsements and Limits of Indemnity of this Insurance indemnify the INSURED against

A. All sums which the INSURED shall become legally liable to pay as damages including claimants' costs and expenses

in respect of INJURY or loss of or damage to PROPERTY which arises in connection with the BUSINESS

- B. All costs and expenses incurred by the INSURED (save described in C below) with the written consent of the COMPANY in respect of any claim against the INSURED which may be the subject of indemnity under this Insurance
- C. The payment of legal and other defence fees incurred with the written consent of the COMPANY and to a limit of £50,000 arising out of any one occurrence for representation of the INSURED at
- (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an EMPLOYEE or principal of the INSURED has been requested to give evidence
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in INJURY or loss of or damage to PROPERTY which may be the subject of indemnity under this Insurance

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in CAPITAL LETTERS within the Policy the Schedule and endorsements and extensions

1. BUSINESS shall mean as described in the Schedule and shall include
- (i) the ownership repair and maintenance of the INSURED'S own PROPERTY
 - (ii) the provision and management of canteen social sports and welfare activities for the benefit of the INSURED or EMPLOYEES
 - (iii) the provision and management of first aid fire security and ambulance services
 - (iv) the performance of private duties carried out by the INSURED'S EMPLOYEES with the written consent of the INSURED for any director

- partner or senior official of the INSURED and no other business for the purposes of this Insurance
2. COMPANY shall mean Faraday Reinsurance Company Limited
 3. EMPLOYEE shall mean
 - (a) any person under a contract of service or apprenticeship with the INSURED
 - (b)
 - (i) any labour master or labour only sub-contractor or person supplied by any of them
 - (ii) any self-employed person
 - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the INSURED
 - (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme whilst working for the INSURED in the course of the BUSINESS
 4. EXCESS shall mean the amount specified in the Policy Schedule for which the INSURED will be responsible in respect of each and every claim in respect of loss of or damage to PROPERTY
 5. GOODS 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
 6. INJURY shall mean bodily injury death illness disease or shock causing bodily injury
 7. INSURED shall mean the person or persons or corporate body named in the Schedule and includes
 - (a) any subsidiary COMPANY which is named in the Policy Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - (b) at the written request of the INSURED
 - (i) any director or EMPLOYEE of the INSURED while acting on behalf of or in the course of his employment or engagement by the INSURED in respect of liability for which the INSURED would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the INSURED
 - (ii) any officer member or EMPLOYEE of the INSURED's social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - (iii) any director partner or senior official of the INSURED in respect of private work carried out by any EMPLOYEE of the INSURED for any such person with the consent of the INSURED
 - (c) in the event of the death of the INSURED the personal representatives of the INSURED in respect of liability incurred by the INSURED provided that such person shall as though he were the INSURED observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply
 8. 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
 9. PROPERTY shall mean material property

10. **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

SECTION 1 – EMPLOYERS’ LIABILITY

SCOPE OF COVER

INJURY sustained by any EMPLOYEE of the INSURED arising out of and in the course of his employment or engagement by the INSURED and caused during the Period of Insurance

- (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) whilst temporarily outside the countries named in (a) provided that any such EMPLOYEE is
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) engaged in non-manual work

RIGHTS OF RECOVERY

The indemnity granted by Section 1 of this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to EMPLOYEE’s in Great Britain Northern Ireland the Channel Islands Isle or the Man but the INSURED shall repay to the COMPANY all sums paid by the COMPANY which the COMPANY would not have been liable to pay but for the provisions of such law

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The COMPANY shall not indemnify the INSURED under this Section against liability

- (a) for INJURY sustained by any EMPLOYEE of the INSURED
 - (i) in respect of which compulsory insurance or security is required to be arranged by the INSURED under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
 - (ii) whilst OFFSHORE

If the COMPANY is required by compulsory insurance regulations to make a payment in respect of INJURY occurring OFFSHORE then the Limit of Indemnity of £5,000,000 any one occurrence shall apply

- (b) of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos

SECTION 1 EXTENSIONS

These apply in addition to the General Extensions

1. UNSATISFIED COURT JUDGEMENTS

Where a judgement for damages has been obtained by any EMPLOYEE or the legal personal representatives of any EMPLOYEE

- (a) in respect of INJURY sustained by the EMPLOYEE arising out of and in the course of employment by the INSURED in the BUSINESS
- (b) against any company or individual operating from or resident in premises within the Geographical Limits in any court situate in the Geographical Limits and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement

then at the request of the INSURED the COMPANY will pay to the EMPLOYEE or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) if any payment is made by the COMPANY the EMPLOYEE or the said legal personal representatives shall assign the judgement to the COMPANY
- (c) Section 1 is operative at the time that such INJURY is caused
- (d) the liability of the COMPANY for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

LIMIT OF INDEMNITY

The maximum liability of the COMPANY payable under this Section in respect of any one claim against the INSURED or series of claims against the INSURED arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

SECTION 2 - PUBLIC LIABILITY SCOPE OF COVER

- A. Accidental INJURY to any person
- B. Accidental loss of or damage to PROPERTY
- C. Obstruction trespass nuisance or interference with any right of way air light or water or other easement
- D. Wrongful arrest wrongful detention false imprisonment or malicious prosecution occurring anywhere within the Geographical Limits during the Period of Insurance

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The COMPANY shall not indemnify the INSURED under this Section against liability

- (a) for loss of or damage to PROPERTY belonging to the INSURED or in the custody or control of the INSURED or of any EMPLOYEE of the INSURED other than
 - (i) personal effects (including vehicle and their contents) of EMPLOYEES or visitors
 - (ii) any premises including their contents not being premises leased or rented to the INSURED which are temporarily occupied by the INSURED for the purpose of carrying out work therein or thereon
 - (iii) any other PROPERTY on which the INSURED or any EMPLOYEE or agent of the INSURED is or has been carrying out work but the COMPANY will not indemnify the INSURED in respect of loss or damage to that part of any PROPERTY being worked upon
- (b) arising from the ownership possession or use under the control of the INSURED or of any EMPLOYEE of the INSURED of
 - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
 - (ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)

- (c) caused by any GOODS after they have ceased to be in the custody or control of the INSURED other than food or drink supplied primarily for the use of EMPLOYEES or for entertainment purposes
- (d) arising from professional advice given separately for a fee or other remuneration by the INSURED or by anyone on the INSURED'S behalf or in circumstances where a fee would normally be charged
- (e) For the amount of the EXCESS

SECTION 2 EXTENSIONS

These apply in addition to the General Extensions

1. MOTOR VEHICLES TOOL OF TRADE RISK

Section Exception (b) (i) shall not apply to liability caused by or arising from

- (a) the use of plant as a tool of trade at the INSURED'S premises or on any site at which the INSURED is working
- (b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- (c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

Provided that the COMPANY shall not provide indemnity against liability

- (a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- (b) for which indemnity is provided by any other insurance

2. MOTOR CONTINGENT LIABILITY

Notwithstanding Section (b) (i) the COMPANY will within the terms of this Section indemnify the INSURED in respect of liability for INJURY or damage to PROPERTY caused by or arising from any motor vehicle or trailer attached thereto not belonging to or provided by the

INSURED being used by an EMPLOYEE in the course of the BUSINESS

Provided that the COMPANY shall not provide indemnity against liability

- (a) in respect of damage to any such vehicle or trailer or PROPERTY conveyed therein or thereon
- (b) for which indemnity is provided by any other insurance
- (c) caused or arising whilst such vehicle or trailer is
 - (i) engaged in racing pace-making reliability trials or speed testing or
 - (ii) being driven by the INSURED or
 - (iii) being driven with the general consent of the INSURED or their representative by any person who to the knowledge of the INSURED or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
 - (iv) used elsewhere than within the Geographical Limits

3. MOVEMENT OF OBSTRUCTING VEHICLES

Section Exception (b) (i) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the INSURED) being driven by the INSURED or by any EMPLOYEE with the INSURED'S permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- (a) movements are limited to vehicles parked on or obstructing the INSURED'S premises or any site at which the INSURED is working
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle

- (c) the vehicle causing obstruction is driven by use of the owner's ignition key
- (d) the COMPANY shall not provide indemnity against liability
 - (i) in respect of damage to such vehicle
 - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

- (ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Geographical Limits whilst on a temporary visit to such country in connection with the BUSINESS

Provided that

4. DEFECTIVE PREMISES ACT

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by the INSURED for purposes pertaining to the BUSINESS and which have since been disposed of by the INSURED

Provided that the COMPANY shall not provide indemnity against liability

- (a) for which indemnity is provided by any other insurance
- (b) for the costs of remedying any defect or alleged defect in such premises

5. LEASED OR RENTED PREMISES

Section Exception (a) (ii) shall not apply to liability for damage to premises (including their fixtures and fittings) leased or rented to the INSURED

Provided that the COMPANY shall not provide indemnity against liability assumed by the INSURED under any agreement which would not have attached in the absence of such agreement.

6. OVERSEAS PERSONAL LIABILITY

The COMPANY will within the terms of this Section indemnify

- (a) the INSURED
- (b) at the request of the INSURED
 - (i) any director partner or EMPLOYEE of the INSURED

- (a) any person entitled to indemnity under this Section Extension shall as though they were the INSURED be subject to the terms Exceptions and Conditions of this Policy insofar as they can apply
- (b) nothing in this Section Extension shall increase the liability of the COMPANY to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- (c) the COMPANY shall not provide indemnity against
 - (i) contractual liability
 - (ii) liability for which indemnity is provided by any other insurance
 - (iii) liability in respect of damage to PROPERTY belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension
 - (iv) liability in respect of INJURY to any person entitled to indemnity under this Section Extension
 - (v) liability caused by or arising from
 - (1) the ownership or occupation of land or buildings
 - (2) the carrying on of any business profession trade or employment
 - (3) the ownership possession or use of animals other than domestic dogs or cats.

7. DATA PROTECTION ACT

The indemnity provided by this Section shall extend to apply in respect of compensation for damage arising out of any claim under Part II Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the INSURED during the Period of Insurance

Provided that

- (a) the liability of the COMPANY for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- (b) the INSURED has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- (c) the COMPANY shall not provide indemnity
 - (i) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - (ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (iii) for the costs of replacing reinstating rectifying or erasing any personal data
 - (iv) against liability caused by or arising from any incident or circumstances known to the INSURED at inception of this Section Extension which may give rise to a claim

- (v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
- (vi) against contractual liability
- (vii) against liability in respect of INJURY to any person or damage to PROPERTY

GEOGRAPHICAL LIMITS

- (a) Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) Elsewhere in the World arising out of temporary BUSINESS visits by EMPLOYEES
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) engaged in non-manual work

LIMIT OF INDEMNITY

The maximum liability of the COMPANY payable under this Section 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

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

SECTION 3 - PRODUCTS LIABILITY

SCOPE OF COVER

- A. Accidental INJURY to any person
- B. Accidental loss of or damage to PROPERTY occurring anywhere in the World other than at the premises of the INSURED during the Period of Insurance and caused by any GOODS

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The COMPANY shall not indemnify the INSURED under this Section against liability

- (a) caused by or in connection with any GOODS to the knowledge of the INSURED for export to or use in the United States of America or Canada
- (b) caused by any GOODS in the custody or control of the INSURED
- (c) for the amount of the EXCESS

SECTION 3 EXTENSIONS

These apply in addition to the General Extensions

1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT

The COMPANY will provide indemnity to the INSURED and at the request of the INSURED any director partner or EMPLOYEE of the INSURED in respect of legal costs and expenses incurred with the COMPANY’s written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the BUSINESS
- (b) the COMPANY shall not provide indemnity in respect of
 - (i) fines or penalties of any kind
 - (ii) any proceedings arising from circumstances for which indemnity is provided by any other insurance
 - (iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

- (iv) proceedings which arise out of any activity or risk excluded from this Policy

- (c) the director partner or EMPLOYEE shall as though they were the INSURED be subject to the terms

Exceptions and Conditions of this policy insofar as they can apply.

LIMIT OF INDEMNITY

The maximum liability of the COMPANY payable under this Section in respect of damages 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 Insurance will be payable in addition to the Limit of Indemnity

GENERAL EXTENSIONS

1. INDEMNITY TO PRINCIPAL

The COMPANY will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify any principal under Sections 1 and 2 against liability in respect of INJURY or loss of or damage to PROPERTY to the extent that any contract or agreement entered into by the INSURED with any principal so requires

Provided that

- (a) an indemnity would have been provided had a claim been made against the INSURED
- (b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance as far as they can apply
- (c) the conduct and control of claims is vested in the COMPANY
- (d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- (e) the indemnity granted under Section 1 shall only apply in respect of liability to any person who is an EMPLOYEE of the INSURED

2. CROSS LIABILITIES

If the INSURED comprises more than one party the COMPANY will under Sections 2 and 3 provide indemnity to each such INSURED in the same manner and to the same extent as if a separate policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the COMPANY to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

3. HEALTH AND SAFETY AT WORK ACT ETC AND CORPORATE MANSLAUGHTER

The COMPANY will indemnify the INSURED and at the request of the INSURED any director partner or EMPLOYEE of the INSURED in respect of legal costs and expenses incurred with the COMPANY's consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- (ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the BUSINESS and in connection with a claim in respect of which the INSURED is entitled to indemnity under this Policy
- (b) the COMPANY shall not provide indemnity in respect of
 - (i) fines or penalties of any kind remedial or publicity orders or prosecution
 - (ii) costs imposed as a consequence of such prosecution any circumstances for which indemnity is provided by any other insurance

- (iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) proceedings which arise out of any activity or risk excluded from this Policy

The liability of the COMPANY in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

4. COURT ATTENDANCE COSTS

In the event of any of the under mentioned persons attending court as a witness at the request of the COMPANY in connection with a claim in respect of which the INSURED is entitled to indemnity under this Policy the COMPANY will provide compensation to the INSURED at the following rates per day for each day on which attendance is required

- (a) £250 for the INSURED or any of the directors or partners of the INSURED
- (b) £100 for any EMPLOYEE

GENERAL EXCEPTIONS

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

The COMPANY 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 COMPANY in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance

2. any liability of whatsoever nature directly or indirectly caused by or contributed to 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 but as far as concerns INJURY to any EMPLOYEE which arises out of and in the course of his employment or engagement by the INSURED this exception shall apply only in respect of
 - (i) liability of any principal
 - (ii) liability assumed by the INSURED by agreement and which would not have attached in the absence of such agreement
3. any liability for punitive multiplied or exemplary damages fines or penalties
4. any liability as a result of TERRORISM but as far as concerns INJURY as a result of TERRORISM to any EMPLOYEE of the INSURED which arises out of and in the course of employment or engagement by the INSURED the Limit of Indemnity under Section 1 shall not exceed £5,000,000
5. The COMPANY shall not indemnify the INSURED under Sections 2 or 3 of this Insurance against liability in respect of
 - (a) INJURY sustained by an EMPLOYEE which arises out of and in the course of his employment or engagement by the INSURED
 - (b) 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.
- (c) loss of or damage to or any costs or expense incurred in repairing replacing, removing, rectifying recalling or making any refund in respect of GOODS
- (d) liability arising from GOODS used with the INSURED's knowledge in connection with aircraft watercraft or offshore structures
- (e) 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.
- (f) INJURY loss damage cost or expense of whatsoever nature 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
- (g) INJURY loss damage cost or expense of whatsoever nature 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
- (h) INJURY loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos

6. any liability which is assumed by the INSURED by agreement unless such liability would have attached in the absence of such agreement

CONDITIONS

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

Conditions Number 1, 2, 4 and 12 inclusive are all conditions precedent to liability of the COMPANY under this Policy

1. The INSURED shall
 - (a) give immediate notice in writing to the COMPANY of anything which may give rise to a claim being made against the INSURED and for which there may be liability under this Insurance
 - (b) give immediate notice in writing to the COMPANY when any claim is actually made against the INSURED (whether written or oral) and for which there may be liability under this Insurance
 - (c) advise the COMPANY in writing immediately the INSURED has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above
2. The INSURED shall provide the COMPANY with such particulars and information as the COMPANY may require in relation to any occurrence or claim notified to the COMPANY and shall forward to the COMPANY immediately on receipt every letter claim form writ summons and process

The COMPANY 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 COMPANY

3. The COMPANY may at any time at their sole discretion pay to the INSURED the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the COMPANY 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 COMPANY'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
4. 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
5. If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the INSURED applicable to such claim the COMPANY shall not be liable under this Insurance to indemnify the INSURED in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected
6. This Insurance including the schedule definitions sections exceptions extensions conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part

of this Insurance shall bear that meaning wherever it may appear

7. 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 COMPANY to inspect such record at any reasonable time and shall within one month of the expiry of each Period of Insurance furnish to the COMPANY such information as the COMPANY requires for such expired period and the premium for such period shall thereupon be adjusted by the COMPANY and the difference be paid by or allowed to the INSURED as the case may be subject to any agreed minimum premium
8. The COMPANY may cancel this Insurance 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
9. The INSURED shall give the COMPANY immediate notice in writing of any alteration which materially affects this Insurance
10. 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
11. 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

12. The INSURED shall comply and continue to comply with all risk improvement requirements notified to and agreed to by or on behalf of the INSURED
13. 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

CUSTOMER SERVICE INFORMATION

The Company

Faraday Reinsurance Co. Limited is a limited company registered in England under company number AC001557. The registered office of Faraday Reinsurance Co. Limited is:

Faraday Reinsurance Co. Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE

Faraday Reinsurance Co. Limited is authorised and regulated by the Financial Services Authority (the 'FSA') as an insurer with registered number 202675 and may be found on the FSA Register at www.fsa.gov.uk.

INK Underwriting Agencies Limited

Your Policy has been arranged through INK Underwriting Agencies Limited. INK Underwriting Agencies is a limited company registered in England under company number 3110970. The registered office of INK Underwriting Agencies Limited is:

Birchin Court,
3rd Floor,
20 Birchin Lane,
London, EC3V 9DU

INK Underwriting Agencies Limited is authorised and regulated by the Financial Services Authority (the 'FSA') as an insurance intermediary with registered number 308369 and may be found on the FSA Register at www.fsa.gov.uk.

COMPLAINTS

Faraday Reinsurance Co 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 please contact us at our registered address shown above.

We will handle your complaint as follows:

We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days 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.

If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: 0800 0 234 567

free for people phoning from a ‘fixed line’
(eg. a landline at home).

0300 123 9 123

free for mobile phone users who pay a
monthly charge for calls to
numbers starting 01 or 02.

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet.

IMPORTANT NOTE

Where INK Underwriting Limited deals with you through a retail agent in respect of any

claims referred by you to INK Underwriting Agencies Limited, INK Underwriting Agencies Limited acts as agent for Faraday Reinsurance Co Limited and not for you.

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.

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 COMPANY 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 COMPANY (whether such disclosure is made directly by the INSURED to the COMPANY or indirectly by the INSURED to any agent acting on behalf of the INSURED or the COMPANY). The COMPANY shall be the Data Controller of any Personal Data provided to it.

The COMPANY 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 COMPANY 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 COMPANY 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 COMPANY contracts in connection with the contract of insurance between the INSURED and the COMPANY

The INSURED acknowledges that the COMPANY 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 Financial Services Authority 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 COMPANY 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.

Notes

Notes



This booklet is made from recycled paper.