



Public and Products Liability Excess Layer Policy Wording



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PUBLIC AND PRODUCTS LIABILITY EXCESS LAYER POLICY WORDING

IMPORTANT NOTICE

This **Insurance** is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its terms and conditions. The **Broker** who arranged this **Insurance** should be contacted as soon as possible if any correction is necessary. **Your** attention is drawn particularly to the notices that appear overleaf.



OTHER IMPORTANT NOTICES... THINGS YOU SHOULD KNOW

This **Policy** and the **Schedule** have been prepared in accordance with **Your** instructions.

Please read it carefully to ensure that it meets with **Your** requirements.

You must notify **Us** of any changes which may affect this **Insurance**, in accordance with Condition 2. Changes of Risk or to Underlying Policy Terms on page 8.

Alterations to this **Insurance**, required after the issue of the **Policy** and the **Schedule**, will be made by issuing **Endorsements** and if necessary a revised **Schedule** in substitution for the original **Schedule**.

How to amend this Insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given **Us** because a mistake has been made or if that information changes at any time or if **You** would like to make changes to **Your Policy** please contact **Your Broker** In accordance with Condition 2. Changes of Risk or to Underlying Policy Terms on page 8.

REMEMBER - failure to notify **Us** of changes may affect any claim **You** make.

When **You** request a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- need to amend the terms of **Your Insurance**; or
- require **You** to pay more for **Your Insurance**.

Complaints Procedure

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.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact **Your Broker**. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights. **Our** contact details are:

Post: Complaints, GB Underwriting Limited, Little Braxted Hall, Little Braxted, Essex CM8 3EU.
Telephone: +44 (0) 1376 515702
Fax: +44 (0) 1376 515122
Email: info@gbunderwriting.co.uk

If **Your** complaint cannot be resolved by the Complaints Department within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full

investigation of **Your** complaint and provide **You** with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Telephone: +44 (0) 207 327 5693
Fax: +44 (0) 207 327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com

Details of Lloyd's complaints 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, or if **You** have not received a written final response within eight weeks from the date **We** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Telephone: (Fixed): 0800 0234567 (Mobile): 0300 1239123 (Outside UK): +44 (0) 20 7964 0500
Fax: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six (6) months of the date of **Our** final response.
- To check if you are an eligible complainant or if you are unsure whether the Financial Ombudsman Service will look at your complaint please contact them directly for further information. You are entitled to contact the Financial Ombudsman Service at any stage of your complaint. Their contact details are shown above.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **You** under this **Policy**. If **You** are entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Bolttoph Street, London EC3A 7QU) and on their website www.fscs.org.uk

The Regulator

GB Underwriting Limited is authorised and regulated by the Financial Conduct Authority under reference 304281. Registered Address: 75 Springfield Road, Chelmsford, CM2 6JB.



MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. MS Amlin Underwriting Limited is a wholly owned subsidiary of MS Amlin plc. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG

Choice of Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **Insurance** will be subject to the exclusive jurisdiction of the courts of England unless, at the start of the **Period of Insurance**, **You** are either:

- i. a resident of; or
- ii. a business with its registered office or principal place of business is situated in:

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **Insurance** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Rights of Third Parties

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

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Sanctions

This **Policy** will not provide any insurance cover or benefit and the **Insurer** will not pay any sum if doing so would mean that they are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to the **Insurer**.

Taxes

There may be circumstances where taxes may be due that are not paid via the **Insurer**. If this occurs then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

DATA PRIVACY NOTICE

Your information has been, or will be, collected or received by GB Underwriting Limited and MS Amlin plc.
GB Underwriting Limited and MS Amlin plc:

- will manage personal data in accordance with data protection law and data protection principles;
- require personal data in order to provide good-quality

insurance and ancillary services and will collect the personal data required to do this. This may be personal information like name, address, contact details, identification details, financial information and risk details.

Full Data Privacy Notices

GB Underwriting Limited's full Data Privacy Notice can be found on www.gbunderwriting.co.uk/privacy

A paper copy of the full Data Privacy Notice can be obtained by contacting the Compliance Department by email (info@gbunderwriting.co.uk) or by writing to: Compliance Department, GB Underwriting Limited, Little Braxted Hall, Little Braxted, Essex CM8 3EU.

MS Amlin plc's full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html.

A paper copy of the full Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or by writing to: Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

CLAIMS PROCEDURE

How to make a claim

If **You** need to make a claim or notify an incident which could give rise to a claim please contact **GB Underwriting Limited** via **Your Broker**.

Things you must do

You must comply with the following conditions. If **You** fail to do so, the **Insurer** may not pay **Your** claim, or any payment could be reduced. **You** must:

1. comply with Claims Conditions 1. Notification, 2. Claims handling and 3. Costs and expenses on page 10;
2. provide any other information the **Insurer** may require;
3. not admit liability or offer or promise or agree to settle any claim without the **Insurer's** written permission;
4. take all reasonable care to limit any loss, damage or injury.

Defence of claims

The **Insurer** may, at their discretion, defend claims in accordance with Claims Conditions 2. Claims handling on page 10.

POLICY INFORMATION

(For information purposes only; does not form part of the **Policy**)

This **Policy** has been prepared in accordance with **Your** instructions. Please read it carefully to ensure that it meets



Your requirements.

This **Policy** consists of:

- a) the Insuring Agreement, which explains the basis on which the cover is provided;
- b) the **Schedule**, which shows who is the **Insured**, the **Business** being covered and other **Policy** particulars like the **Period of Insurance**, the **Limit of Indemnity** and the **Underlying Limit** (including where applicable any **Aggregate Limit**) and **Total Underlying Limits**;
- c) the Definitions;
- d) the Exclusions, Conditions, and Claims Conditions which incorporate terms that apply to the **Policy**;
- e) any **Endorsement(s)**, which incorporate cover changes, extensions or additional limitations.

Alterations in the cover required, after issue of the **Policy**, will be confirmed by separate **Endorsement(s)** and if necessary a revised **Schedule** in substitution for the original **Schedule**, which **You** should file with the **Policy**.

You should refer to the **Policy**, **Schedule** and these **Endorsement(s)** to ascertain precise details of cover currently in force. **Your Broker** will be able to provide any help or information that **You** might require.

INSURING AGREEMENT

You and the **Insurer** agree that:

- i. this **Policy**, the **Schedule** (including any **Schedule** issued in substitution) and any **Endorsement(s)** will be considered as one document;
- ii. the **Insurer** will provide **Insurance** for the **Period of Insurance** shown in the **Schedule** and any renewal period for which **You** pay and the **Insurer** agrees to accept the **Premium**;
- iii. by entering into this **Insurance** contract, the **Insurer** accepts that **You** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

What is covered

In consideration of the payment of the **Premium**, the **Insurer** will **Indemnify You** for amounts which **You** are legally liable to pay by which any claims exceed the **Underlying Limit** and which arise from an event or occurrence, as insured by the **Underlying Insurance**, happening during the **Period of Insurance** in connection with the **Business**.

The **Indemnity** provided by the **Insurer** will be upon the same terms, conditions, exclusions and endorsements as the **Underlying Insurance**, except where amended by this **Policy**, or by any **Endorsement** to this **Policy**.

Limit of Indemnity

The liability of the **Insurer** for:

- a) all claims arising out of any one event or occurrence, or out of all events or occurrences of a series caused by or

- b) attributable to one source or original cause; and
- b) the total sum of all claims to which an aggregate limit applies in the **Underlying Insurance**;

will not exceed the **Limit of Indemnity**.

Defence Costs

The **Insurer** will pay for **Defence Costs** incurred with their consent provided that:

- a) if the **Underlying Insurance** provides for **Defence Costs** to be payable in addition to the **Underlying Limit**, then the **Insurer** will only pay **Defence Costs** in the same proportion that the **Insurer's** payment under this bears to the total sum payable under all contributing insurances excluding **Defence Costs**;
- b) if the **Underlying Insurance** provides for the **Underlying Limit** to be inclusive of **Defence Costs**, the **Limit of Indemnity** under this **Policy** will also be applied inclusive of **Defence Costs**;
- c) if any **Underlying Insurer** has exercised a right under their insurance to pay the applicable limit of liability or indemnity and only be liable for **Defence Costs** for which they are responsible up to the time of payment, then the **Insurer** will not pay those costs for which that **Underlying Insurer** would have been liable had the **Underlying Insurer** not exercised that right.

If any **Aggregate Underlying Limit** is wholly or partially exhausted this **Policy** will apply in excess of the reduced **Aggregate Underlying Limit**, subject to Claims Condition 5. d) on page 11, until expiry of the **Period of Insurance**.

In witness this **Policy** has been signed for and on behalf of the **Insurer**.

AUTHORISED SIGNATORY



RUSSELL BROWN
DIRECTOR OF UNDERWRITING
GB UNDERWRITING LIMITED.
For and on behalf of the **Insurer** stated in the Definitions.

DEFINITIONS

Definitions are set out below unless otherwise shown in this **Policy**. Any word or phrase (other than titles and paragraph headings) which has a definition is printed throughout this **Policy**, **Schedule** or any **Endorsement** relating to this **Policy** in **bold** type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.



Aggregate / Aggregate Limit

means the maximum amount for all claims payable in respect of losses occurring during the **Period of Insurance** or a part of the **Period of Insurance** to which that aggregate limit is stated to apply.

Aircraft

means vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

Broker

means the insurance broker, intermediary or adviser through whom **You** purchased this **Policy**.

Business

means **Your** business as described in the **Schedule**.

Defence Cost(s)

means costs and expenses covered by the **Underlying Insurance** and incurred in connection with any event or occurrence to which the **Underlying Insurance** and this **Policy** apply.

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Endorsement / Endorsed

means a document detailing a change in the terms and conditions of this **Insurance**.

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **Your** property or not.

Indemnity / Indemnify / Indemnified

means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the **Limit of Indemnity**, as specified in the **Schedule**.

Inner Limit

means a limit of liability or indemnity within an **Underlying Policy**, which is:

- a) lower in amount than the full **Underlying Limit** applicable to that policy; and is
- b) applicable to a specific aspect of cover, or type of event or occurrence.

Insurance

means **Your** contract of insurance as constituted by the **Policy**.

Insured

means the person(s) or corporate body(ies) named in the **Schedule** of this **Policy**.

Insurer

means Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited.

Limit of Indemnity

means the limit(s) as specified in the **Schedule**:

- a) which may be wholly or partially an **Aggregate Limit**; and
- b) may include one or more **Inner Limits**;

and is(are) the maximum amount(s) payable by the **Insurer** excess of the **Total Underlying Limit**.

This **Policy** will only apply in excess of an **Inner Limit** if the **Schedule** or an **Endorsement** states both:

- i. the **Inner Limit** and cover to which the **Inner Limit** applies; and
- ii. the **Limit of Indemnity** to be applied in excess of that **Inner Limit**.

Period of Insurance

means the period specified in the **Schedule**, or other period(s) as may be agreed by the **Insurer**.

Phishing

means any access or attempted access to data or information made by means of misrepresentation or deception.

Policy

means all terms, provisions, exclusions, conditions and **Limits of Indemnity** set out in this document and:

- the **Schedule**, notices and other documents attaching from time to time; and
- all **Endorsements** incorporated and issued for incorporation in this document;

all of which must be read together and constitute **Your Insurance**.

Premium(s)

means the amount payable by **You** as specified in the **Schedule** or in any **Endorsement**.

Primary Policy

means the policy which provides the first limit of liability or indemnity.

Schedule

means the Schedule of Insurance attaching to and forming part of this **Policy**.



Terrorism

means an act 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any Section of the public, in fear. Terrorism includes but is not limited to the use of force or violence and/or the threat of the use of force or violence.

Total Aggregate Limit

means the combined **Aggregate Limits** applicable to the **Underlying Policies**.

Total Underlying Limits

means:

- a) the combined limits of liability or indemnity of the **Underlying Policies** specified as the Total Underlying Limits stated in the **Schedule** and/or in the information **You** have given **Us**; or
- b) where the relevant limits of liability or indemnity of the **Underlying Policies** are **Aggregate Limits** or **Inner Limits**, the combined **Aggregate Limits** or **Inner Limits** applicable to the **Underlying Policies**.

Underlying Insurance

means the **Primary Policy** or, where there is more than one **Underlying Policy**, the policy providing the limit which is immediately below that provided by this **Policy**.

Underlying Insurer(s)

means the insurer(s) providing the **Underlying Policy(ies)** and identified in the **Schedule**.

Underlying Limit

means the limits of liability or indemnity provided by the **Underlying Policy** ranked immediately below this **Policy**, as specified in the **Schedule**. (Also see the definition of **Total Underlying Limits**)

Underlying Policy(ies)

means the **Primary Policy** and all other policies providing insurance in excess of the **Primary Policy** up to the **Total Underlying Limits**.

United Kingdom

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Virus or similar mechanism

means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

We/Us/Our

means GB Underwriting Limited.

Your/Your

means the **Insured**.

EXCLUSIONS

The **Insurer** will not **Indemnify You** in respect of any liability or **Defence Costs**:

1. Asbestos

directly or indirectly caused by or contributed to by or arising out of or in any way involving asbestos, or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

2. Tobacco

in respect of death, disease, illness or injury directly or indirectly caused by or contributed to by or arising out of or in respect of which a link has been or is established to the manufacture of tobacco products.

3. Abuse

for physical, sexual or psychological abuse of any individual or group of individuals.

4. Inner Limit

in respect of any aspect of cover or type of event or occurrence which is subject to the application of an **Inner Limit** in any **Underlying Policy** unless:

- a) the **Insurer** has agreed to provide **Indemnity** excess of that **Inner Limit**;
- b) the **Insurer's** agreement is either stated in the **Schedule** or in an **Endorsement** to this **Policy**.

5. Terrorism

directly or indirectly caused by, or contributed to by, or arising from or in connection with :

- a) any act of **Terrorism**, regardless of whether there is another cause which may have contributed concurrently or in any sequence;
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If the **Insurer** alleges that because of this Exclusion any liability or **Defence Cost** is not covered by this **Insurance**, the burden of proving the contrary will be upon **You**.

6. Hot Work Away

in respect of any claim directly or indirectly caused by or contributed to by or arising out of hot work away from **Your** premises. For the purposes of this Exclusion, hot work includes but is not limited to the use of gas



and electrical powered welding, burning or cutting equipment, blow lamps and blow torches and vessels for heating of bitumen or bituminous compounds.

7. Computer Hacking or Misuse

directly or indirectly caused by or contributed to by or arising out of:

- a) any alteration, modification, distortion or:
 - i. corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii. erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether **Your** property or not, where the loss is caused by a **Virus or similar mechanism, Phishing or Hacking or Denial of service attack**;

- b) a **Virus or similar mechanism, Phishing or Hacking or Denial of service attack** or misuse of any computer or other equipment or component or system or item whether or not resulting in:
 - i. actual or anticipated disclosure or publication of data including but not limited to privileged information or sensitive personal data;
 - ii. actual or suspected theft of data including but not limited to privileged information and sensitive personal data.

8. Data Breaches

caused by or contributed to by or arising out of any breach of data protection legislation or regulation.

9. Judgments from the United States of America and Canada

- a) in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
- b) any order made anywhere in the world to enforce a judgment award or settlement, either in whole or in part, of the courts of the United States of America or Canada, their territories, possessions, dependencies or protectorates

unless **You** have requested that these limitations be removed and have accepted the terms offered by the **Insurer** in granting the cover. Offer and acceptance must be expressed in a specific **Endorsement** to this **Policy**.

10. War risks

directly or indirectly occasioned by happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war,

rebellion, revolution, insurrection or military or usurped power.

11. Radioactivity

directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of a nuclear assembly.

12. Punitive Damages, Penalties and Fines

for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

13. Liquidated Damages and Contractual Remedies

arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

14. Road Traffic Act

arising from the ownership, possession or use of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.

15. Aircraft and waterborne vessels

arising out of the ownership, possession or use of any **Aircraft**, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).

16. Pollution

directly or indirectly caused by or contributed to by or arising out of pollution, except that the **Insurer** will **Indemnify You** against liability in respect of:

- a) accidental bodily injury; and
- b) accidental loss of or damage to property;

caused solely by pollution which results from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific and identified time and place during the **Period of Insurance** and provided that:

- i. all pollution which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii. the **Insurer** will not **Indemnify You** against liability in respect of pollution happening anywhere in the United States of America or Canada, their territories, possessions, dependencies or protectorates;
- iii. nothing in paragraphs a) and b) above will increase



the **Insurer's** liability to pay damages, costs, fees and expenses in excess of the **Limit of Indemnity** in the **Schedule** in **Aggregate** in respect of any **Period of Insurance**.

However, paragraph a) above will not apply, if Exclusion 17. Employers' Liability has been removed in accordance with the procedure outlined in that Exclusion.

17. Employers' Liability

in respect of the death or disease of or illness or injury sustained by any employee which arises out of and in the course of their employment by **You** unless:

- a) **You** have requested that this Exclusion is removed from this **Policy**; and
- b) **You** have accepted the terms offered by the **Insurer** in agreeing to remove this Exclusion; and
- c) the removal of this Exclusion is expressed in a specific **Endorsement** to this **Policy**.

18. Prosecutions

- a) in the defence of any criminal proceedings brought against **You**; or
- b) in an appeal against a conviction arising from any criminal proceedings;
- c) any prosecution costs awarded against **You**; or

costs and expenses of **Your** legal representation at an inquiry ordered under any legislation.

CONDITIONS

Conditions 1 and 2 are conditions of this **Insurance** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions and that either causes a claim or contributes to a claim, the **Insurer** may reject that claim or payment in respect of that claim could be reduced.

1. Maintenance of Underlying Policies

All **Underlying Policies** must be maintained in full effect during the **Period of Insurance** without reduction of coverage or limits of liability except for any reduction of any **Aggregate Limits** of the **Underlying Policies** solely by payment of claims by the **Underlying Insurers**.

2. Changes of Risk or to Underlying Policy Terms

- a) **You** must give notice to **Us** as soon as reasonably practicable of any alteration or circumstance or any change to the **Underlying Policies** which materially affects the risks insured and/or cover provided under this **Policy**.
- b) Until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability on behalf of the **Insurer** for that altered risk and until **You** have paid or agreed to pay the additional **Premium** (if any) the **Insurer**

will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

- c) Despite Conditions 2. a) and 2. b) this **Policy** will apply automatically to all of **Your** activities established, created, acquired or disposed of (including premises) during the **Period of Insurance** which are or become the subject of **Indemnity** under the **Underlying Policy(ies)**, but **You** must notify **Us** within thirty (30) days of those alterations that represent a material change to the nature of the **Business**.

Where the alteration represents a change to the **Business** or to any material information already provided, The **Insurers** reserve the right to accept or deny coverage at the time of notification and to establish a separate rate and **Premium** and, if appropriate, apply terms to provide cover for that change.

3. Cancellation

Your right to cancel this Insurance

To cancel this **Insurance** please give **Us** notice via **Your Broker** or in writing to **Our** address as stated in **Your Schedule**.

If **You** wish to cancel and the **Insurance** cover has not yet started, **You** will be entitled to a full refund of the **Premium** paid. Alternatively, if **You** wish to cancel and the **Insurance** cover has already started, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the **Premium** paid, less a proportional deduction for the time the **Insurer** has provided cover as stated in the Return of Premium clause below.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

The Insurer's right to cancel this Insurance

The **Insurer** may cancel this **Policy** where there is a valid reason by giving thirty (30) days' notice by registered letter to **Your** last known address. If the **Insurer** cancels this **Insurance** **We** will pay **You** a refund of any **Premium** paid as stated in the Return of Premium clause below.

Reasons the **Insurer** may decide to cancel **Your Policy** include if:

- there is a material change in **Your Business**;
- there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- the information that forms the basis of this contract changes;
- **You** do not co-operate or supply information or documentation requested which materially affects



Our ability to process the **Policy** or the **Insurer's** ability to defend their interests;

- the **Premium** has not been paid;
- threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** or the **Insurer's** staff or suppliers;

Return of Premium

If **You** have made a claim or there has been an incident which could give rise to a claim **We** will not return any **Premium**.

If this **Insurance** is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the **Premium** stated in the **Schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual **Premium**).

However, if **You** cancel this **Insurance** outside of the statutory right period:

- a) if the **Premium** at the start of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with Condition 4. Premium Adjustment below before calculating the return of **Premium**.
- b) where the **Premium** payable for this **Policy** is stated in the **Schedule** as being a "minimum" or "minimum and deposit", which **You** agreed to pay for this **Insurance**, the return **Premium** payable to **You** will not be more than the "minimum" or "minimum and deposit" stated in the **Schedule** less a deduction for the time for which **You** have been covered.

In both cases a) and b) there will be a minimum charge of GBP 50 plus Insurance Premium Tax per GBP 1,000,000 of cover as stated in the **Schedule**. For example, if **Your** cover is GBP 5,000,000 then a minimum charge of GBP 250 plus Insurance Premium Tax will apply.

4. Premium Adjustment

Where the **Premium** is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require. The **Premium** will then be adjusted and any difference paid or allowed to **You**, except that if the **Premium** stated in the **Schedule** is expressed as "minimum and deposit" and the **Premium** adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule**, a rebate of **Premium** will not be paid to **You**. Failure to declare these particulars to **Us** will entitle the **Insurer** to estimate those actual values if they so wish and to assess further **Premium** payment due calculated on **Your** original estimated values.

5. Insolvency

Any failure or refusal to pay any claim, liability or **Defence Costs** by an **Underlying Insurer**, or **You**, whether due to insolvency, liquidation, or affairs being subject to any legally approved scheme of administration or for any other reason will, for the purposes of this **Policy**, not operate to reduce or exhaust any part of the **Underlying Limit** or the **Total Underlying Limit** or to increase the **Insurer's** liability.

6. Remedy for breach of the duty of fair presentation

1. Before this Policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this **Policy** was entered into, then:

- a) where the breach was deliberate or reckless, the **Insurer** may avoid this **Policy** and refuse all claims and keep all **Premiums** paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i. **We** would not have agreed to provide cover under this **Policy** on any terms:
The **Insurer** may avoid this **Policy** and refuse all claims, but will return any **Premiums** paid;
 - ii. **We** would have agreed to provide cover under this **Policy** but on different terms (other than **Premium** terms):
We may require that this **Policy** includes those different terms with effect from its start; and/or
 - iii. **We** would have agreed to provide cover under this **Policy** but would have charged a higher **Premium**:
 - a) if the discovery of the breach arose because of a claim, at **Your** option:
 - i. The **Insurer** will reduce proportionately the amount paid on a claim. The **Insurer** will pay only X% of what the **Insurer** would otherwise have been required to pay, where $X = \frac{\text{Premium actually charged}}{\text{higher Premium that would have been charged}} \times 100$; or
 - ii. The **Insurer** will pay the claim in full provided that **You** pay to **Us** the additional **Premium** that **We** would have charged, but for **Your** breach of the duty of fair presentation, calculated from the start of the **Period of Insurance**;
 - b) If the discovery of the breach did not arise because of a claim **You** must pay to **Us** the additional **Premium** that **We** would have charged, but for **Your** breach of the duty of fair presentation, calculated from the start of the **Period of Insurance**.



2. Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this **Policy** was agreed, then:

- a) If the breach was deliberate or reckless, the **Insurer** may terminate this **Policy** with effect from the date of the variation, and keep all **Premiums** paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i. **We** would not have agreed to the variation on any terms:
The **Insurer** may treat this **Policy** as though the variation was never made, but will return any additional **Premiums** paid in relation to the variation;
 - ii. **We** would have agreed to the variation but on different terms (other than **Premium** terms):
We may require that the variation includes those different terms with effect from the date the variation was made; and/or
 - iii. **We** would have agreed to the variation but would have increased the **Premium**, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did:
 - a) if the discovery of the breach arose because of a claim, at **Your** option:
 - i. The **Insurer** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** will pay only Y% of what the **Insurer** would otherwise have been required to pay, where $Y = \frac{\text{total Premium actually charged}}{\text{Premium that would have been charged}} \times 100$; or
 - ii. The **Insurer** will pay the claim in full provided that **You** pay to **Us** the additional **Premium** that **We** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into;
 - b) If the discovery of the breach did not arise because of a claim, **You** must pay to **Us** the additional **Premium** that **We** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into;
 - iv. where **We** would have agreed to the variation but on different terms and **We** would also have increased the **Premium**, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did:
 - a) **We** may require that the variation includes those different terms with effect from the date the variation was made; and

- b) before a variation was agreed, 2. b) iii. as stated above will also apply.

7. Remedy for fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under this **Policy**, including providing fraudulent information or documentation, the **Insurer** will:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by the **Insurer** relating to the fraudulent claim;
- c) have the option to cancel the **Policy** from the date of the fraudulent act; and
- d) keep any **Premium** paid.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

CLAIMS CONDITIONS

1. Notification

You must give notice to the **Insurer** as soon as reasonably practicable of:

- a) any occurrence, accident, happening or any claim made against **You** which could involve an amount in excess of 50% of the **Underlying Limit**; and
- b) every subsequent occurrence, accident or happening or any claim made against **You** once **You** have given notice under a) above;

and **You** must give the **Insurer** all the information and assistance as they may reasonably require.

Full details must be notified, with the subject title 'Claim Notification' and **Your** Policy Number, in writing to MS Amlin's Claims Manager:

By email to: claimscrossclass@msamlin.com

A copy of every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to the **Insurer**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.

Should **You** require further assistance in respect of any notification call MS Amlin's Claims Unit on: +44 (0)1245 396396

Following notification, **You** must provide the **Insurer** with further information in writing as directed.

2. Claims handling

You must not agree to settle any claims or claims for an amount or total of amounts exceeding the **Underlying Limits** without the **Insurer's** written consent.



The **Insurer** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise.

The **Insurer** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

You must give all information and assistance as the **Insurer** may reasonably require.

3. Costs and expenses

If a claim arises to which the **Insurer** may be liable to contribute, no costs or expenses must be incurred on the **Insurer's** behalf without their written consent being obtained first.

If the **Insurer** consents, they will contribute to the costs and expenses on the basis stated in the Defence Costs clause forming part of the Insuring Agreement on page 4 of this **Policy**.

If it is possible to settle a claim before the case goes to court (whether by compromise or otherwise) for a sum not exceeding the **Underlying Limits**, the **Insurer** will not pay or contribute to any costs or expenses incurred and arising in the defence or settlement of that claim.

4. Settlement

The **Insurer** will be under no obligation to make any payment under this **Policy** unless and until:

- a) all **Underlying Insurers** have agreed their liability to pay the limit of liability or indemnity provided by their respective **Underlying Policies**; or
- b) **You** have, by final court adjudication, been held liable to pay an amount in excess of the **Underlying Limit**;

and then only after all **Underlying Insurers** have paid, or been held legally liable to pay, the full amount due from the **Underlying Policies**.

5. Discharge of Liability

- a) The **Insurer** may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an **Indemnity** applies:
 - i. the **Limit of Indemnity** specified in the **Schedule** (after deduction of any sums already paid); or
 - ii. any lesser amount for which those claims can be settled.
- b) Upon payment being made as stated in paragraph a) above:
 - i. if paragraph a) of the Defence Costs clause forming part of the Insuring Agreement on page 4 is applicable, the **Insurer** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of **Defence Costs** incurred before the date of that payment;

- ii. if paragraph b) of the Defence Costs clause forming part of the Insuring Agreement on page 4 of this **Policy** is applicable, the **Insurer** will relinquish the conduct and control of and be under no further liability in connection with those claims.

- c) If the **Insurer** exercises the option in paragraph a) above and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** specified in the **Schedule** and the balance of the amount required to dispose of the claim is insured either in whole or in part with **Defence Costs** being payable in addition to the **Limit of Indemnity** under this **Policy** then the **Insurer** will also contribute their proportion of subsequent **Defence Costs** incurred with their consent.
- d) If any **Aggregate Limits** of the **Underlying Policies** are exhausted, whether partially or totally, because of claims paid (or which the **Underlying Insurers** have been held liable to pay) the **Insurer** will:
 - i. if partially exhausted, provide **Indemnity** in excess of the reduced **Total Aggregate Limits**;
 - ii. if the **Total Aggregate Limits** are totally exhausted, continue this **Policy** in force as the **Underlying Policy** and the terms and conditions of this **Policy** will continue to apply;

but the **Underlying Policies** will not be deemed to be partially or totally exhausted by claims which would not be covered by this **Policy**.

- e) If paragraph a) of the Defence Costs clause forming part of the on page 4 is applicable:
 - i. the **Insurer's** liability for costs and expenses will be limited to the proportion which the amount payable under this **Policy** (excluding costs and expenses) bears to the total sum payable under all contributing policies (excluding costs and expenses);
 - ii. and if the **Underlying Insurers** exercise a right under their policies to pay their limit of liability or indemnity and are liable only for costs and expenses up to the time of that payment, then the **Insurer** will contribute to the balance of the total costs and expenses, provided that the **Insurer's** total liability in respect of those costs and expenses does not exceed the amount prescribed in paragraph e) i. above.

6. Recoveries

All recoveries or payments recovered or received by **You** and/or the **Underlying Insurers** after the payment of a claim under this **Policy** will be applied as if recovered or received before that payment and all necessary adjustments will then be made between the **Insurer**, the **Underlying Insurers** and **You**.



7. Arbitration

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted by the **Insurer**) this difference will be referred to an arbitrator to be appointed by **You** and the **Insurer** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in the Choice of Law and Jurisdiction clause on page 3.

However, **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **You** follow the Complaints Procedure clause on page 2.

HELPLINE, ADVICE AND DOCUMENT DRAFTING SERVICES

SPECIAL NOTES

(This section is for information only and does not form part of the Policy)

1. The services under this section of the Policy are provided by DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

HELPLINE & ADVICE SERVICES

You can contact DAS's UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on the enquiry. To help DAS check and improve their service standards, DAS record all inbound and outbound calls, except those to the counselling service. When phoning, please tell DAS your policy number.

Legal Advice Service: Call 0344 893 0859

DAS provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

DAS's legal advisors provide advice on the laws of England

and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Tax advice service: Call 0344 893 0859

DAS offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Counselling service: Call 0344 893 9012

DAS will provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

DAS will not accept responsibility if the helpline services are unavailable for reasons DAS cannot control.

ONLINE LAW GUIDE AND DOCUMENT DRAFTING SERVICES

Employment manual: visit www.das.co.uk

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select "Employment Manual". All the sections of this web-based document can be printed off for your own use.

Contact DAS at: employmentmanual@das.co.uk with your email address, quoting your policy number and they will contact you by email to inform you of future updates to the information.

DAS business law: visit www.dasbusinesslaw.co.uk

Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. These documents have been developed by solicitors and can be tailored by you using DAS's smart document builders.

You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles and information on matters such as new legislation, employment



issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

When registering, please enter the code below which will provide you with access to a range of free documents:
DAS472301

ONLINE HELPLINE OR GUIDES RELATED COMPLAINTS

It is always DAS's intention to provide a first class standard of service. However, if you have any cause for complaint or wish to make any enquiry regarding these services you should, in the first instance, contact your broker. If, after following the above procedure, your complaint has not been resolved, you should write to:

Customer Relations Department
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Or you can phone DAS on 0344 893 9013 or email them at customerrelations@das.co.uk

DAS is Registered in England and Wales, number 103274.
(Details of DAS's internal complaint-handling procedures are available on request.)





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GB UNDERWRITING

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