



PUBLIC AND PRODUCTS LIABILITY
EXCESS LAYER POLICY WORDING



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PUBLIC AND PRODUCTS LIABILITY EXCESS LAYER POLICY WORDING

Important Notice To The Insured

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 Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.



PUBLIC AND PRODUCTS LIABILITY EXCESS LAYER POLICY WORDING

NOTICE TO THE INSURED

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you. If, after following the above procedure, your complaint has not been resolved, you should write to:

The Compliance Officer
GB Underwriting Ltd
Little Braxted Hall
Little Braxted
Witham
Essex, CM8 3EU

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's. Their address is:

Policyholder & Market Assistance
Market Services
Lloyd's
One Lime Street
London, EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@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, you may have the right to refer your complaint to the Financial Ombudsman Service. Their address is:

Financial Ombudsman Service
Exchange Tower
London, E14 9SR

Telephone: 0800 023 4567 (calls are normally free for people phoning from a fixed line)
Telephone: 0300 123 9123 (calls are charged at the same rate as 01 or 02 numbers on mobile tariffs)
Email: complaint.info@financial-ombudsman.org.uk

There are, however, some circumstances in which the FOS is not empowered to consider complaints. If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their financial obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London, EC3A 7QY
Telephone: 0800 678 1100 or 020 7741 4100
Fax: 020 7741 4101
E-mail: enquiries@fscs.org.uk

Data Protection

Your insurance cover may include cover for individuals who are either insureds or beneficiaries under the policy ("individual insureds"). GB Underwriting and the **Insurer** collect and use relevant information about individual insureds to provide the **Insured** with the insurance cover and to meet our legal obligations.

Your Obligations

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need the **Insured** to provide those individuals with certain information about how we will use their details in connection with the insurance cover.

You, the **Insured**, agree to provide to each individual insured our personal information notice, which we have provided to you below, on or before the date that the individual becomes an individual insured under the insurance cover or, if earlier, the date that you first provide information about the individual to us.

You, the **Insured**, must promptly notify us if an individual insured contacts you about how we use their personal details in relation to the insurance cover so that we can deal with their queries.

Personal Information Notice

The basics:

We collect and use relevant information about you, the **Insured**, to provide the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your



health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will not keep your information for longer than necessary and will only disclose your information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us:

Where you, the **Insured**, are providing us with personal information about a person other than yourself, you must provide this notice to them.

Your rights:

You, the **Insured**, have rights in relation to the information we hold about you, including the right to access a copy of your information. If you wish to exercise your rights or would like more details about how we or insurer(s) use your personal information please see GB Underwriting's full Data Privacy Notice (www.gbunderwriting.co.uk). A paper copy of the full Data Privacy Notice can be obtained by contacting GB Underwriting by email (info@gbunderwriting.co.uk) or at the address below:

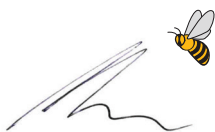
Compliance Department
GB Underwriting Limited
Little Braxted Hall
Little Braxted
Essex CM8 3EU

Claims Procedure

If any incident occurs which might result in a claim you must immediately contact GB Underwriting Ltd via your Insurance Broker who will be able to advise you.

In witness whereof 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** set forth in the Definitions.

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 Clause, 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 such as the **Period of Insurance**, the **Limit of Indemnity** and the **Underlying Limit**;
- c) the Definitions;
- d) the Exceptions, Conditions, and Claims Conditions which incorporate terms that apply to the Policy;
- e) any Endorsement(s), which incorporate cover amendments, extensions, additional limitations and such like.

Immediate notice should be given to GB Underwriting Ltd via your Insurance Broker, of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required, after issue of the Policy, will be confirmed by separate Endorsement(s), which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force. Your Insurance Broker will be able to provide any help or information that you might require.

INSURING CLAUSE

In consideration of the payment of the **Premium**, the **Insurer** will indemnify the **Insured** for amounts which the **Insured** are legally liable to pay in respect of claims in excess of 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 **Proposal** shall be the basis of the contract of insurance between the **Insured** and the **Insurer**.

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

The Policy, the **Schedule** and any Endorsement(s) shall be read as one document.

Any word or expression which appears in this Policy in bold shall have the meaning given in the Definitions. Any other word or expression given a specific meaning in any part



of this Policy, the **Schedule**, or any Endorsement(s), and beginning with a capital letter, shall have the same meaning throughout the Policy.

Limit of Indemnity

The liability of the **Insurer** in respect of :

- a) any one claim, or all claims arising out of any one event or occurrence, or out of all events or occurrences of a series consequent upon, or attributable to one source or original cause;
- b) the total sum of all claims to which an aggregate limit applies in the **Underlying Insurance**;

shall 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 limit of liability or indemnity, then the **Insurer** will only pay **Defence Costs** in the same proportion that the **Insurer's** payment under the Insuring Clause of this Policy bears to the total sum payable under all contributing insurances excluding **Defence Costs**;
- b) if the **Underlying Insurance** provides for the limit of liability or indemnity to be inclusive of **Defence Costs**, the **Limit of Indemnity** under this Policy shall apply in like manner;
- c) if any **Underlying Insurer** has exercised a right under their insurance to pay the limit of liability or indemnity of the **Underlying Insurance** 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 but for the exercise of that right.

Exhaustion of Underlying Aggregate Limit

Where the **Underlying Limit** operates on an aggregate basis and becomes reduced or exhausted by reason of any claim or claims made upon the **Underlying Policy(ies)** :

- a) upon reduction, the indemnity provided by this Policy shall apply in excess of the reduced **Underlying Limit**;
- b) upon exhaustion, this Policy shall continue in force in excess of the exhausted limit until expiry of the **Period of Insurance**.

This Policy shall not however operate in excess of any reduced, or exhausted aggregate **Inner Limit** applicable to an **Underlying Policy**.

DEFINITIONS

Business

means the **Insured's** 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** applies.

Inner Limit

means a limit of liability or indemnity within an **Underlying Policy**, which is lower in amount than the full limit applicable to that policy and applicable to a specific aspect of cover, or type of event or occurrence.

Insured

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

Insurer

means AXIS Managing Agency Ltd (AMAL) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962).

Limit of Indemnity

means the limit as specified in the **Schedule** and is the maximum amount payable by the **Insurer**.

Period of Insurance

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

Premium

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

Primary Policy

means the policy which provides the first **Underlying Limit** of liability or indemnity.

Proposal

means any information provided by, or on behalf of the **Insured** in connection with this Policy, and any declaration made in connection therewith.

Schedule

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

Terrorism

means the actual or threatened:

- i. use of force or violence against persons or property; or
 - ii. commission of an act dangerous to human life or property; or
 - iii. commission of an act that interferes with or disrupts an electronic or communication system
- undertaken by any person or group, whether or not



acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:

- iv. the reasonably apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
- v. the reasonably apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- vi. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

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 as such in the **Schedule**.

Underlying Limit

means the sum total of the limits of liability or indemnity provided by the **Underlying Policy(ies)**, which together form the amount in excess of which this Policy applies, as specified in the **Schedule**.

Underlying Policy(ies)

means the **Primary Policy** and all other policies providing insurance in excess of the **Primary Policy** up to an amount at which the indemnity provided by this Policy applies.

United Kingdom

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

EXCEPTIONS

The **Insurer** shall not indemnify the **Insured** in respect of any liability or **Defence Costs** :

1. Asbestos
directly or indirectly arising out of, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity;
2. 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**;
3. Sanctions
to the extent that doing so would expose the **Insurer**

to breaching or suffering a sanction, prohibition or restriction under any United Nations resolution, or under any trade or economic sanction, law or regulation of the United Kingdom, the European Union or the United States of America;

4. 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 by reason of this Exception any liability or **Defence Cost** is not covered by this insurance, the burden of proving the contrary shall be upon the **Insured**.

CONDITIONS

1. Maintenance of Underlying Policies

It is a condition precedent to the liability of the **Insurer** under this Policy that all **Underlying Policies** are maintained in full force and effect during the currency of this Policy. This Condition shall not apply in respect of a reduction, or the exhaustion of the **Underlying Limit**, where it operates on an aggregate basis and becomes reduced, or exhausted by reason of any claim or claims made upon the **Underlying Policy(ies)**.

2. Changes to Underlying Policy Terms

No amendment or change to the terms, conditions, exceptions and endorsements of any **Underlying Policy** shall be imported into, or extend the scope of this Policy, unless agreed in writing by the **Insurer**. The **Insurer** shall not be bound to agree to an amendment or change but, where they do agree, the **Insurer** has the right to charge additional **Premium** or vary the terms of cover granted.

3. Material Change in the Risk Insured

Any change in the nature of the **Business** of the **Insured**, or any other change in risk within the management or control of the **Insured** which materially increases the exposure to risk of the **Insurer** under this Policy, shall result in the Policy being immediately void unless such change, act or omission has been agreed by the **Insurer** in writing.

4. Cancellation

The **Insurer** may cancel this Policy by giving 30 days' notice by recorded delivery letter to the last known address of the **Insured** and in such case the **Insured** shall be entitled to the return of a proportionate part of the **Premium** in respect of the unexpired **Period of**



Insurance (or if the **Premium** has been based wholly or partly upon estimates, the **Premium** shall be adjusted in accordance with Condition 5) except that if a claim or incident has been notified under this Policy in the current **Period of Insurance** no refund of **Premium** shall be made.

5. Premium Adjustment

Where the **Premium** is provisionally based on estimates provided by the **Insured**, the **Insured** shall keep accurate records which the **Insurer** shall be allowed to inspect and, within 90 days of the expiry of the **Period of Insurance**, declare such particulars as the **Insurer** may require. The **Premium** shall then be adjusted and any difference paid by or allowed to the **Insured** as the case may be, subject to any minimum **Premium** that may apply.

6. Insolvency of **Underlying Insurer** or the **Insured**

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

7. Contracts (Rights of Third Parties) Act

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any amending or subsequent legislation, 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.

8. Choice of Law, Jurisdiction and Disputes

Unless otherwise agreed by the **Insurer** and the **Insured**, this Policy shall be subject to and construed solely in accordance with the relevant law of that part of the **United Kingdom** applicable to the registered address, or principal place of business, of the **Insured**.

Any dispute between the parties concerning this insurance, or the interpretation of the terms of this Policy, shall be resolved by the courts of that same part of the **United Kingdom**.

If there is any dispute as to which law applies, it will be the law of England and Wales.

CLAIMS CONDITIONS

1.. Claim Notification and Subsequent Action

It is a condition precedent to the liability of the **Insurer** that the **Insured** shall give written notice, to GB Underwriting Ltd, as soon as they are aware of

any event or occurrence which is likely to produce a claim which exceeds 50% of the **Underlying Limit** and provide all such particulars as the **Insurer** may request subsequent to such notice.

The **Insured** shall also give all information and assistance as the **Insurer** may require in connection with any resulting claim against the **Insured** for which an indemnity or **Defence Costs** may possibly be sought under this Policy and permit the **Insurer** to consult with the **Underlying Insurer(s)**.

2. Settlement

The **Insurer** shall 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) the **Insured** has, 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**.

3. Discharge of Liability

The **Insurer** may at any time, at its sole discretion, pay to the **Insured** the **Limit of Indemnity** (less any sum or sums already paid in respect of a claim under this Policy) or any lesser sum for which the claim, or claims against the **Insured** can be settled and the **Insurer** shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which the **Insurer** may be responsible and which are incurred prior to such payment.

HELPLINE, ADVICE AND DOCUMENT DRAFTING SERVICES

SPECIAL NOTES

(For information only; 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

The **Insured** 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 0844 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 0844 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 0844 893 9012

DAS will provide employees of the **Insured** (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 following code 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 Insurance 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
Registered in England and Wales, number 103274.

Or you can phone us on 0844 893 9013 or email them at customerrelations@das.co.uk

(Details of DAS's internal complaint-handling procedures are available on request.)





www.gbunderwriting.co.uk

GB UNDERWRITING

Little Braxted Hall Little Braxted Witham Essex CM8 3EU

T 01376 515702 F 01376 515122 www.gbunderwriting.co.uk

GB Underwriting Limited is an independent underwriting agency which is authorised and regulated by the Financial Conduct Authority. FCA No. 304281.
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KURTZ v5 AXIS