



**AMTRUST EUROPE LIMITED**



**COMBINED LIABILITY POLICY WORDING**

**PLEASE READ THIS POLICY (INCLUDING ANY ENDORSEMENTS AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT MEETS YOUR REQUIREMENTS**

AmTrust Europe Limited, is registered in England and Wales under number 01229676. Registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

# EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE

## 1 OPERATIVE CLAUSE

Whereas the Insured named in the Schedule has made to the Insurer a Proposal, which is hereby agreed to be the basis of this Insurance and deemed incorporated herein, the Insurer hereby agrees to indemnify the Insured, in consideration of the payment of the Premium stated in the Schedule, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the laws of any country but not where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the World to enforce such judgment, award, payment or settlement either in whole or in part.

This indemnity applies only to such liability as is set out in each insured Section of this Insurance arising in the ordinary course of the Business specified in the Schedule, subject always to the terms and conditions of such Section and of this Insurance as a whole. Only those Sections where an amount has been inserted under Limit of Liability in the Schedule are insured.

## 2 DEFINITIONS

For the purpose of determining the indemnity granted:

### a. Injury

the term "Injury" shall mean death, bodily injury, illness or disease of or to any person;

### b. Damage

the term "Damage" shall mean physical loss, destruction or damage to tangible property;

### c. Pollution

the term "Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property;

### d. Product

the term "Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit;

### e. Proposal

the term "Proposal" shall mean a written proposal made by or on behalf of the Insured to the Insurer for the insurance evidenced by this Insurance, including any statements, declarations, warranties or information upon which the Insurer has relied and, where a special form or presentation has been used for the purpose, bearing the date stated in the Schedule;

f. **Business**

the term "Business" includes:

- i. the ownership or occupation of premises by the Insured including incidental repair and maintenance for the purpose of the Business;
- ii. the provision of canteen social sports and welfare organisations for the benefit of Employees;
- iii. fire, first aid and ambulance services;
- iv. private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured;

g. **Territorial Limits**

the term "Territorial Limits" means the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;

h. **Employee**

the term "Employee" means:

- i. any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- ii. any labour-master and/or person supplied by him;
- iii. any person employed by a labour-only subcontractor;
- iv. any self-employed person performing work under a similar degree of control and direction of the Insured as a person under a contract of service or apprenticeship with the Insured;
- v. any person who is hired to or borrowed by the Insured;
- vi. any person who is engaged under a work experience or youth training scheme;

while working for the Insured in connection with the Business;

i. **Offshore**

the term "Offshore" means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until

disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform;

j. **Insurer**

the term Insurer means AmTrust Europe Limited

### **3 DEFENCE COSTS**

Subject always to Clause 6, Limit of Liability, the Insurer will pay all reasonable legal costs and expenses incurred by the Insured with the Insurer's prior consent, such consent not to be unreasonably withheld:

- a. in the investigation, defence or settlement of; and/or
- b. as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Insurance ("Defence Costs").

### **4 INDEMNITY TO OTHERS**

The indemnity granted extends:

- a. at the request of the Insured, to any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 9.a. and 15.f.iii.;
- b. to officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- c. at the request of the Insured, to any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- d. to the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- e. to the personal representatives of the estate of any person indemnified by reason of this Clause 4 in respect of liability incurred by such person;
- f. with respect to Section A to any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim had been made against the Insured;

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Insurance as though they were the Insured.

## **5 CROSS LIABILITIES**

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to the Insurer's total liability not exceeding the stated Limit of Liability.

## **6 LIMIT OF LIABILITY**

Regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever, the Insurer's liability to pay damages, including claimants' costs, fees and expenses, shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause, but in respect of liability arising out of Pollution and Products separately the Limit of Liability represents the Insurer's total liability in respect of all occurrences.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Insurance, each Section shall be subject to its own Limit of Liability, provided always that the total amount of the Insurer's liability shall not exceed the single greatest Limit of Liability available under the Sections providing indemnity.

Defence Costs will be payable in addition to the Limit of Liability, however, if a payment in excess of the amount of indemnity available under this Insurance is necessary to dispose of a claim or series of claims arising out of one event, the Insurer's liability in respect of such Defence Costs shall be such proportion of the total Defence Costs incurred as the amount of the indemnity available under this Insurance bears to the total amount necessary to dispose of the claim.

Under Section A the Insurer will also pay all other costs and expenses incurred with their prior written consent in diminution of the Limit of Liability.

The above is limited to GBP 50,000 in respect of legal and other defence fees arising out of any one occurrence for representation of the Insured at:

- a. any Coroner's Inquest or Fatal Accident Inquiry in respect of death and at which an Employee or principal of the Insured has been requested to give evidence;
- b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury;

which may be subject to indemnity under this Insurance.

## **7 INDEMNITY TO PRINCIPAL**

Where any contract or agreement entered into by the Insured for the performance of work so requires the Insurer will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

### **SECTION A – EMPLOYERS' LIABILITY**

## **8 SECTION A – INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause for his liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business.

## **9 SECTION A – EXTENSIONS**

### **1. HEALTH AND SAFETY AT WORK ACT AND CORPORATE MANSLAUGHTER**

The Insurer will additionally under this Section A 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 Insurer's consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

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

provided always that:

- c. 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 Section A;
- d. the Insurer shall not provide indemnity in respect of:
  - i. fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
  - ii. 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 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 Insurance.

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

## **2. WORK OVERSEAS**

The indemnity provided by this Section shall extend to apply in respect of liability for Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits provided that:

- i) Such Employee is ordinarily resident within Great Britain, Northern Ireland, The Isle of Man or the Channel Islands
- ii) The Insurer shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation
- iii) The Insurer shall not provide indemnity in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America

## **3. UNSATISFIED COURT JUDGEMENTS**

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

- i) In respect of Bodily Injury sustained by the Employee arising out of and in the course of employment by the Insured in the Business
- ii) Against any company or individual operating from or resident in premises within the Territorial Limits in any court situate in the Territorial Limits

And such judgement remains unsatisfied in whole or in part six (6) months after the date of judgement then at the request of the Insured 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:

- i. There is no appeal outstanding
- ii. If any payment is made by the Insurer the Employee or the said legal representatives shall assign the judgement to the Insurer
- iii. This Section is operative at the time that such Bodily Injury is caused
- iv. The liability of the Insurer for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

## **10 SECTION A - EXCLUSIONS**

This Section does not cover:

- a. **Offshore**

liability arising Offshore;

**b. Road Traffic Act**

Injury to any Employee arising when such Employee is:

- i. carried in or on any vehicle
- ii. entering or getting on to or alighting from a vehicle;
- iii. in circumstances which require insurance or security under any road traffic legislation;

**11 COMPULSORY INSURANCE**

The Insurance granted by this Section A is deemed to be in accordance with the provisions of any law enacted in the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any conditions of this Insurance by the Insured and the Insurer shall have paid any sum which the Insurer would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Insurer.

**12 INCIDENT LOG BOOK**

It is a condition of this Section A that the Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Insurer.

**SECTION B - PUBLIC LIABILITY**

**13 SECTION B - INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability more specifically insured against elsewhere in this Insurance.

**14 SECTION B - EXCLUSIONS**

This Section does not cover

**a. Motor Vehicles**

liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability:

- i. arising from the use of plant as a tool of trade on site or at the Insured's premises;
- ii. arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;

- iii. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

b. **Aircraft & Watercraft**

liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

## 15 SECTION B – EXTENSIONS

### 1. CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007

This Section B extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the Business.

Provided always that:

- a. the Insurer's liability under this extension shall not exceed GBP 1,000,000 in any one Period of Insurance or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule;
- b. this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c. the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured;
- d. the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension;
- e. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding;
- f. the Insurer shall be under no liability:

- i. where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
- ii. in respect of fines or penalties of any kind;
- iii. in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
  - 1. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder;
  - 2. the Food Safety Act 1990 or any regulations made thereunder;
  - 3. the Consumer Protection Act 1987 or any regulations made thereunder;
- iv. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance;
- g. where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Insurance the amount paid under that Section will be taken into account in arriving at the Insurer's liability payable under this extension.

## **2. WORK OVERSEAS**

The indemnity provided by this Section shall extend to apply in respect of liability for Injury or Damage outside of the territorial limits where an employee is temporarily engaged on the Business of the Insured provided that:

- i) Such person is ordinarily resident within the territorial limits
- ii) The Insurer shall not provide indemnity in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America

## **SECTION C - PRODUCTS LIABILITY**

### **16 SECTION C - INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only

against liability arising out of or in connection with any Product but not against liability more specifically insured elsewhere in this Insurance.

## **17 SECTION C - EXCLUSIONS**

This Section does not cover:

### **a. Damage to Products**

liability for Damage to any Product or part thereof;

### **b. Product Guarantee**

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

### **c. Recall**

liability arising directly or indirectly out of the recall of any Product or part thereof;

### **d. Aviation Products**

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft.

### **e. Design**

liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged.

### **f. Employees**

liability for injury caused to any employee of the Insured arising out of or in the course of such persons employment by the Insured in the business.

## **18 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE**

This Insurance does not cover:

### **a. Deliberate Acts**

liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable precautions to prevent Injury or Damage;

### **b. Contractual Liability**

liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee;

c. **Other Insurance**

any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance;

d. **Fines, Penalties, Punitive and Liquidated Damages**

liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever including liquidated damages;

e. **Asbestos**

liability arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Liability of GBP 5,000,000 shall apply.

It is a condition precedent to the liability of the Insurer that the Insured do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

f. **War and Terrorism**

liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- ii. any act of terrorism;

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat 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), 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.

This exclusion also excludes liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to i. and/or ii. above.

If the Insurer alleges that by reason of this exclusion, any liability is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The above exclusion does not apply to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of GBP 5,000,000 shall apply.

**g. Radioactive Contamination and Explosive Nuclear Assemblies**

liability arising directly or indirectly out of ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

**h. Pollution (in respect of Sections B & C only)**

liability arising out of Pollution:

the above exclusion does not apply in respect of Pollution caused by a sudden, specific and identifiable event occurring during the period of insurance and provided the Insured has taken all reasonable precautions to prevent loss by Pollution.

There is no cover for Pollution in respect of:

**i. Premises Owned**

liability for Damage to premises presently or at any time previously owned or tenanted by the Insured;

**ii. Land Occupied**

liability for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

**i. Care, Custody & Control (in respect of Sections B & C only)**

liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

- i. premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;
- ii. clothing and personal effects belonging to employees and visitors of the Insured;
- iii. premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;

**j. Abuse**

any liability directly or indirectly caused by or alleged to be caused by:

- a) actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation;
- b) actual or attempted physical abuse which expression shall include the use of inappropriate method(s) of restraint or sanction;
- c) wrongful restraint or wrongful removal of children;
- d) the bullying or physical harassment of individuals.

k. **Professional Indemnity**

any liability caused by or arising from advice design or specification provided by or on behalf of the Insured for a fee

l. **Failure to Perform (in respect of Sections B & C only)**

any liability for Loss, Injury, Damage, Claim or Defence Costs and Expenses arising out of the failure of the Insured to successfully perform the service or activity intended, or out of the failure of Product to successfully perform the function for which it was intended.

## 19 GENERAL CONDITIONS

Conditions 19.b. to 19.d. are precedent to the Insurer's liability to provide indemnity under this Insurance. If any breach of such conditions should occur the Insurer shall have the option to exclude from the indemnity hereunder any claim which has arisen or may arise in connection with such breach.

a. **Self-Insured Excess**

The Insurer shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Insurance, excluding Defence Costs, which exceeds the amount of the Self-Insured Excess stated in the Schedule. The Insured shall retain the Self-Insured Excess for its own account and shall not insure it elsewhere.

b. **Claims Notification**

The Insured shall give to Insurer immediate notice in writing during the Period of Insurance of:

- i. any claim made against any Insured which may fall within the scope of this Insurance;
- ii. the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured;

- iii. any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim.

Additionally, the Insured and/or person claiming to be indemnified under this Insurance must:

- iv. notify the Insurer in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Insurance;
- v. forward to the Insurer immediately on receipt every letter, claim, writ, summons or process.

c. **Claims Handling**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured nor shall any costs be incurred by the Insured without the written consent of the Insurer; and the Insurer shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give the Insurer such information and co-operation as the Insurer may reasonably require.

d. **Subrogation**

The Insurer shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by the Insurer to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Insurance and the Insurer is thereupon subrogated to the Insured's rights of recovery in relation thereto, the Insurer agrees not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as the Insurer may reasonably require.

e. **Material Information**

The Insurer shall at any time be entitled to void this Insurance by reason of any inaccurate or misleading information given by the Insured in the Proposal.

The Insured shall throughout the Period of Insurance give immediate notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal.

f. **Adjustment of Premiums**

If the Premium for this Insurance has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow the Insurer or their duly appointed representative to inspect such records. The Insured shall within one month from expiry of the Period of Insurance furnish such particulars and information as the Insurer may require. The premium for such period shall then be adjusted, if applicable, and the difference paid by or returned to the Insured, provided that the premium for any Period of Insurance shall not be less than any Minimum Premium stated in the Schedule.

**g. Relinquishment**

The Insurer may at any time pay to the Insured in connection with any claim or series of claims under this Insurance the amount of the Limit of Liability remaining under this Insurance or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if the Insurer exercises the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Insurance then the Insurer will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Insurance bears to the total amount which in the opinion of the Insurer at the time of relinquishment will be necessary to dispose of the claim.

**h. Dispute**

This Insurance shall be governed by English Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Insurance, it is understood and agreed by both the Insured and the Insurer that the dispute will be referred to non-binding Mediation at a convenient venue for both parties (failing agreement on this, the Mediation shall be held in London, England). Mediation shall be initiated by the delivery of a written notice of request for Mediation by one party to the other. Each party shall bear the expenses of its own representation and shall jointly and equally bear with the other party the expenses of the Mediation. Failing mutual agreement on a suitable Mediator, a Mediator shall be appointed by application to the President of the Law Society of England and Wales.

If Mediation cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the Courts of England. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

**i. Cancellation**

This Insurance may be cancelled by or on behalf of the Insurer by thirty days' notice given in writing to the Insured. The Premium shall then be adjusted in accordance with Condition 19.f, if applicable, and then calculated on the basis of the Insurer receiving or retaining pro rata premium.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to the Insured's or the Insured's broker's last known address.

j. **Fraudulent Claims**

If any claim under this Insurance is in any respect fraudulent this Insurance shall become void ab initio.

## COMPLAINTS PROCEDURE

### **If your complaint is about the way a policy was sold to you:**

If at any time you have any query or complaint regarding the way the policy was sold, you should refer to the insurance intermediary who sold the policy to you.

### **If your complaint is about the administration of the policy:**

We always aim to provide a first-class service. However, if you should have a query or complaint regarding the administration of the policy, you may contact us:

Complaints department  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG  
Email: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)  
Telephone: 0115 934 9852

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer. If we have not given you an answer in eight weeks we will tell you how you can take your complaint to the Financial Ombudsman Service for review.

If, following our final response or after 8 weeks, you are still not satisfied you can contact the Financial Ombudsman Service:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR.  
By telephone on 0800 023 4567  
By e-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect any legal right you have to take action against us.

### **Compensation Scheme**

**The Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **The Insurer** cannot meet **their** obligations. This depends upon the type of insurance and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or be contacted on 0207 741 4100.