



AmTrust Europe  
An AmTrust Financial Company

Chapman & Stacey  
Underwriting Agency

**AMTRUST EUROPE LIMITED**



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An AmTrust Financial Company

**EXCESS OF LOSS PUBLIC/PRODUCTS LIABILITY INSURANCE POLICY**

**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**



This policy the Schedule (including any Schedule issued in substitution) and any endorsement shall be considered one document. The Proposal including the declaration or any information supplied by or on behalf of the Insured shall form the basis of this contract between the Insured and the Insurer.

This is to certify that in accordance with the authorisation granted to the undersigned by the Insurer and in consideration of the premium specified herein the said Insurer are hereby bound to insure in accordance with the terms limits of indemnity exclusions and conditions herein or endorsed hereon.

Provided always that any Section of this policy stated to be not covered in the Schedule shall be inoperative.

In witness hereof this policy has been signed for and on behalf of the Insurer.

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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.



## INSURING CLAUSE

In consideration of the Insured having paid or agreed to pay the premium and any taxes due the Insurer agrees subject to the terms limits of indemnity exclusions and conditions herein or endorsed hereon to indemnify the Insured against all sums which they shall become legally liable to pay arising out of an event occurring during the Period of Insurance in accordance with the terms of the Public and Products Liability insurance cover provided by the Primary Policy and in excess of the Total Primary and Underlying Excess Limits as specified in the Schedule.

Liability under this policy shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability under their policy or policies and the Insured has been judged to be liable to pay a sum which exceeds the Total Primary and Underlying Excess Limits.

PROVIDED THAT the total liability of the Insurer shall not exceed the Limits of Indemnity as specified in the Schedule nevertheless

1. If the Primary Policy provides for
  - a. Costs and expenses recoverable by any claimant from the Insured  
And/or
  - b. Costs and expenses incurred by insurers or by the Insured with the consent of insurers

To be payable in addition to the limit of indemnity the liability of the Insurer hereunder for such costs and expenses shall be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies excluding such costs and expenses

2. If the Primary and Underlying Excess Insurers are not liable for costs and expenses in consequence of their invoking a right under their policy or policies to pay the limit of indemnity thereunder or such insurers are liable only for costs and expenses up to the time of such payment then this policy shall pay that proportion of the costs and expenses for which the Primary and Underlying Excess Insurers would have been liable had they not invoked that right

Except as otherwise provided in this policy the terms exclusion and conditions of the Primary Policy which applied at the same time of the event for which indemnity is sought under this policy shall also be applicable (unless they conflict with any of the terms of this policy including the Schedule and any endorsements hereon in which case the terms of this policy shall prevail)



## STEP DOWN CLAUSE

In the event of the exhaustion of any aggregate limit whether partial or total of the Primary and Underlying Excess Policy or policies by reason of claims paid thereunder this policy shall

1. In the event of partial exhaustion pay the excess of the reduced Total Primary and Underlying Excess Limits
2. In the event of total exhaustion continue in force as the Primary and Underlying Excess Policy(ies)

## DEFINITIONS

1. **'Insured'** means the person persons or corporate body named as such in the Schedule and as covered by the Primary Policy but excluding any entity registered under the laws of the United States of America or Canada or domiciled or operating in those countries
2. **'Insurer'** means AmTrust Europe Ltd
3. **'Pollution or Contamination'** means
  - a. All pollution or contamination of buildings or structures or of water or land or the atmosphere and
  - b. All loss damage or bodily injury directly or indirectly caused by or arising from such pollution or contamination
4. **'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 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 the put the public or any section of the public in fear
5. **'Period of Insurance'** means the period stated in the Schedule
6. **'Schedule'** means the document entitled 'Schedule' that relates to and forms part of this policy



## EXCLUSIONS

The Insurer shall not indemnify the Insured for any liability loss cost or expense directly or indirectly arising out of resulting as a consequence of or related to:

1. **Pollution or Contamination**  
Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance  
Provided that
  - a) All Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
  - b) The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for Public Liability (or Products Liability if Public Liability is not operative)
2. **Terrorism**  
An act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
3. **Asbestos**  
The manufacture mining processing distribution testing remediation removal storage disposal sale use of 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 in any sequence to a loss
4. **USA and/or Canada**  
Any judgement award payment or settlement made in any country or territory which operates under the laws of the United States of America or Canada nor to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part or in respect of legal costs fees and expenses pertaining thereto
5. **Radioactive Contamination**
  - a) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
  - b) Legal liability whatsoever nature  
  
Directly or indirectly caused by or contributed to by or arising from
    - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
6. **War and Similar Risks**  
War invasion act of foreign enemy hostilities (whether war to be declared or not) civil war rebellion revolution insurrection or military usurped power



## CONDITIONS

1. Primary and Underlying Excess Policies

It is understood and agreed that this policy is subject to the same terms and conditions and exclusions (except as regards the premium limits of indemnity and except as otherwise stated herein) as are contained in the Primary Policy and to the interpretation which the Primary Insurers shall give to such terms conditions and exclusions. The Primary and Underlying Excess Policy or Policies shall be maintained in full effect during the currency of this Policy except for any reduction of the limits contained therein solely by payments made within the terms and conditions of the Primary and Underlying Excess Policy(ies)

2. Contracts (Rights of Third Parties) Act

Under the contract of insurance comprised by this policy there is no intention to confer any rights of any party except the Insurer and those names or defined as Insured herein and no third party shall acquire any rights under or in relation to this Policy nor be entitled to the benefit of any of its terms by operation of the Contracts (Rights of Third Parties) Act 1999 or any re-enactment of or amendment to it

3. Estimated Premiums

If the premium hereunder has been calculated wholly or in part upon estimates furnished to the Insurer the Insured shall keep proper records containing all particulars relative thereto and shall at all times allow the Insurer to inspect such records. The Insured shall within one month of the expiry of the Period of Insurance supply to the Insurer such particulars as the Insurer may require whereupon the premium for such Period of Insurance shall be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium proviso in the Schedule

4. Notification

As a condition precedent to the right to be indemnified under this policy irrespective of whether notice has been given to the Primary or Underlying Insurers the Insurer must be notified in writing to the notification address set out below as soon as practicable provided such notice is to be given only when the Insured has reasonable grounds after enquiry for believing a claim is likely to involve the Insurer hereon in liability or where the estimated quantum exceeds 25% of the Total Primary and Underlying Limits

5. Cancellation

The Insurer may at any time cancel this policy by sending thirty days notice of cancellation by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to a return of a proportionate part of the Premium stated in the Schedule in respect of the unexpired Period of Insurance. Such cancellation shall be without prejudice to any rights or claims of the Insured or the Insurer prior to the expiration of such notice

6. Data Protection Act 1998

It is agreed by the Insured on behalf of itself its partners principals directors members and employees that any information provided to the Insurer regarding the Insured will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998 for the purpose



of providing insurance and handling claims if any which may necessitate providing such information to third parties

### **INTERPRETATION**

In this policy

- a) Reference to any Act statute or statutory provision shall include a reference to that provision as amended re-enacted or replaced from time to time whether before or after the date of inception of this policy
- b) If any term condition exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect
- c) The headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy

### **GOVERNING LAW AND DISPUTES**

This policy shall be governed by and construed in accordance with the law of England and Wales

Any dispute or difference arising under or in respect of this policy shall be subject to the exclusive jurisdiction of the courts of England and Wales



## 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.