



Excess Liability Wording

Here is your new Insurance Policy. Please examine it together with the Schedule. Please make sure that it is correct and provides the agreed cover. If it is incorrect please tell us and return it to us immediately.

Special Note:

All communications and notices regarding this Policy should quote the Policy Number and renewal date and be addressed to the London office:

Arch Underwriting at Lloyd's Ltd
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Tel No. 020 7621 4500
Fax No. 020 7621 4501

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Registered Office: 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Arch Underwriting at Lloyd's Ltd

EXCESS LIABILITY INSURANCE

Several Liability Notice

The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

1. OPERATIVE CLAUSE

In consideration of the payment of the premium stated in the Schedule the Insurers will indemnify the Insured against their legal liability to pay damages or compensation for and/or arising out of accidental bodily injury, death, illness or disease of or to any person or loss of or damage to tangible property all as more specifically defined in and covered by the Underlying Policies in the manner and to the extent stated herein.

Provided always that no indemnity shall be given in respect of any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Insurers in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy.

2. DEFINITIONS

For the purpose of this Policy:

- 2.1. **Underlying Policies** means the Primary Policy and all policies providing indemnity in excess of the Primary Policy up to the Underlying Limit of Indemnity specified in the Schedule.
- 2.2. **Underlying Insurers** means the Primary Policy Insurer and all insurers providing indemnity in excess of the Primary Policy Insurer up to the Underlying Limit of Indemnity specified in the Schedule.

3. INDEMNITY LIMITS

The Insurers will indemnify the Insured

either

- 3.1. up to the Limit of Indemnity for all damages or compensation including costs fees and expenses where the Underlying Policies provide for such costs fees and expenses to be included within the Underlying Limit of Indemnity

or

- 3.2. up to the Limit of Indemnity for all damages or compensation with costs fees and expenses payable in addition where the Underlying Policies provide for such costs fees and expenses to be payable in addition to the Underlying Limit of Indemnity. The liability of the Insurers for such costs fees and expenses shall be limited to that proportion which the amount payable under this Policy (excluding such costs fees and expenses) bears to

the total sum payable under all contributing policies excluding the said costs fees and expenses

Provided always that

- 3.3. liability under this Policy shall not attach unless and until the Underlying Insurers have paid or have been liable to pay the Underlying Limit of Indemnity and the Insured has been adjudged liable to pay a sum which exceeds the Underlying Limit of Indemnity
- 3.4. no costs fees and expenses shall be incurred on Insurers behalf without their written consent being first obtained
- 3.5. if the Underlying Insurers exercise a right under their policies to pay the Underlying Limit of Indemnity and are liable only for costs fees and expenses up to the time of such payment then the Insurers will pay that proportion of the costs fees and expenses for which the Underlying Insurers would have been liable had they not exercised that right
- 3.6. in the event of the exhaustion of any aggregate Limit of Indemnity of the Underlying Policies whether partial or total by reason of claims paid (or which they have been held liable to pay) the Insurers shall
 - 3.6.1. in the event of partial exhaustion provide indemnity in excess of the reduced Underlying Limit of Indemnity
 - 3.6.2. in the event of total exhaustion continue this Policy in force as the Underlying Policy subject to the terms and conditions of this Policy

4. CONDITIONS

(Conditions 4.1 to 4.4 are precedent to Insurers' liability to provide Indemnity under this Policy)

- 4.1. This Policy is subject to the same warranties, terms, definitions, conditions, and exclusions (except as regards the premium, settlements, the limits of liability, and except as otherwise provided herein to the contrary) as the Underlying Policies prior to the happening of an accident. No amendment to the Underlying Policies during the period of this Policy shall be effective in extending the scope of this Policy without the written acceptance of the Insurers.
- 4.2. The Insured shall give written notice to the Insurers as soon as reasonably practicable of any occurrence accident or happening or any claim made against the Insured which could involve an amount in excess of 50% of the Underlying Limit of Indemnity and the Insured shall give all such information and assistance as the Insurers may require.
- 4.3. In the event of a claim arising to which the Insurers may be liable to contribute, no costs fees or expenses shall be incurred on their behalf without their written consent being first obtained and if they so consent they shall contribute to the said costs fees or expenses on the basis stated in the Indemnity Limits (Clause 3.). If, however, a settlement of the claim be practicable prior to taking the case into court (whether by compromise or otherwise) for a sum not exceeding the Underlying Limit of Indemnity no costs fees or expenses shall be payable by the Insurers. No settlement of any claim by agreement shall be effected by the Insured for a sum in excess of the Underlying Limit of Indemnity without the written consent of the Insurers.
- 4.4. The Insured shall give notice to the Insurers of any alteration or circumstance which materially affects the risks insured under this Policy and until the Insurers be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Insurers shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 4.5. All recoveries or payments recovered or received subsequent to payment of a claim under this Policy shall be applied as if recovered or received prior to such payment and all necessary adjustments shall then be made between the Insurers, the Underlying Insurers and the Insured.

- 4.6. The Underlying Policies shall be maintained in full effect during the currency of this Policy except for any reduction of any aggregate Underlying Limit of Indemnity solely by payment of claims by the Underlying Insurers.
- 4.7. The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured or the Underlying Insurers shall not operate to
 - 4.7.1. reduce or exhaust the Underlying Limit of Indemnity
 - 4.7.2. increase the Insurers liability under this Policy
- 4.8. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Policy declare such particulars as the Insurers 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.
- 4.9. This Policy may be cancelled by Insurers sending 30 days written notice to the Insured at the Insured's last known address.
- 4.10. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

COMPLAINTS

How to make a complaint

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.

In the event that you are dissatisfied and wish to make a complaint, you can refer the matter in the first instance to:

The Complaints Manager
Arch Underwriting Europe
5th Floor, Plantation Place South
60 Great Tower Street
London EC3R 5AZ
United Kingdom

Or

the Complaints Team at Lloyd's.
The address of the Complaints Team at Lloyd's is:
Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Tel: 020 7327 5693 Fax: 020 7327 5225
E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

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 (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

Making a complaint does not affect your right to take legal action.