



---

## Key Facts

# EMPLOYER'S, PUBLIC & PRODUCTS LIABILITY INSURANCE

## KEY FACTS

This is a basic summary of the main policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it and any endorsements attached thereto.

### Name of the Insurer

The insurer of the policy is Faraday Reinsurance Co. Limited.

### Duration of Policy

The Policy will remain in force for 12 months from date of commencement, or as otherwise shown on your policy schedule.

### Employer's Liability

This insurance protects you against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.

### Significant Features & Benefits applying to Employer's Liability

- Provides protection for legal liability for damages and claimant's costs up to a limit £10million within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Extends whilst temporarily outside the above territories in the course of employment whilst engaged in non-manual work
- Covers private work carried out for directors or executives with the consent of the Insured
- Indemnity to principal
- Unsatisfied Court Judgements
- Health and Safety at Work Act defence costs
- Cross liabilities clause
- Court attendance costs

### Significant & Unusual Exclusions or Limitations applying to Employer's Liability

- Cover is for any one claim or series of claims arising out of one occurrence, all costs and expenses paid are included within the limit
- Offshore work (unless required by compulsory insurance regulations to make a payment in respect of Injury then the limit is restricted to £5million)
- Road traffic Act legislation
- Arising from the manufacture, production, storage or handling of asbestos



## **Public & Products Liability**

Cover is provided in respect of legal liability in connection with your business to pay compensation including legal costs for:

- Accidental death or injury to any persons excluding employees
- Accidental loss or damage to third party property
- Accidental injury or accidental loss or damage caused by products supplied by you

## **Significant Features & Benefits applying to Public & Products Liability**

- Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. In respect of Products Liability, anywhere in the world (other than USA/Canada) for goods supplied by you
- Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business
- Indemnity to principal
- Motor vehicles tool of trade risk
- Motor contingent liability
- Movement of obstructing vehicles
- Defective Premises Act
- Leased or rented premises
- Data Protection Act defence costs
- Consumer Protection Act defence costs
- Health and Safety at Work Act defence costs
- Cross liabilities clause
- Court attendance costs

### **Significant & Unusual Exclusions or Limitations applying to Public & Products Liability**

- The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property
- Public Liability is for any one claim or series of claims arising out of one occurrence, which does not exceed in the aggregate the limit of indemnity stated in your Policy Schedule, but unlimited in the period of insurance. All costs and expenses are payable in addition to your insured limit
- Products Liability claims are limited in total to the limit stated in your Policy Schedule. All costs and expenses are payable in addition to your insured limit
- Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place
- Goods manufactured sold supplied to USA/Canada
- Failure of goods to perform their intended function
- Any losses arising out of your responsibilities under the Road Traffic Act
- Professional Indemnity
- Property in your care custody and control
- Contractual liability (Product Liability)
- Arising out of hazardous (to human health) component building material
- Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos

### **Exclusions to all Sections**

- Radioactive contamination
- Punitive, multiplied or exemplary damages
- Terrorism (other than the statutory limit of £5m under the EL section) and War

### **Cancellation**

The insured has no cancellation rights under this policy

### **Choice of Law**

Unless specifically agreed to the contrary this insurance policy shall be subject to English Law

## Claims

Notify Faraday Reinsurance Co Ltd as soon as you become aware of anything that may give rise to a claim being made against you and for which there may be liability under this insurance:

Faraday Reinsurance Co Ltd

5<sup>th</sup> Floor

Corn Exchange

55 Mark Lane

London EC3R 7NE

Telephone: 020 7702 3333

## Complaints

We aim to give our policyholders a high level of service at all times. If there are occasions when we do not meet your standards please contact us at the address shown below

Faraday Reinsurance Company Ltd

5<sup>th</sup> Floor Corn Exchange

55 Mark Lane

London EC3R 7NE

The Company will handle your complaint as follows:

We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you

If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza

183 Marsh Wall

London E14 9SR

Tel: 0845 080 1800

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet.

