



Combined Liability & Professional Indemnity Insurance

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. This summary does not form part of your insurance contract

Your Duty to Disclose Material Information

You have an obligation under the terms of the Policy to provide us with all information that is material to our underwriting of your risk. Failure to disclose all material facts whether or not the subject of a specific question may invalidate your insurance. If you are in any doubt as to whether a fact is material then it should be disclosed

Name of the Insurer

This insurance is provided by Thames Underwriting Limited and the covers are underwritten by AmTrust Europe 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.

Employers' 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 Employers' Liability

Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain Northern Ireland Republic of Ireland The Isle of Man The Channel Islands and elsewhere within the European Union subject to the insured being domiciled in Great Britain Northern Ireland The Isle of Man or The Channel Islands

Extends whilst Employees who are temporarily engaged in work outside of the territorial limits (other than USA and Canada) who are normally resident in Great Britain Northern Ireland Republic of Ireland The Isle of Man or The Channel Islands

No height limit unless otherwise stated

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 and Corporate Manslaughter defence costs

Cross liabilities clause

Court attendance costs

Premium adjustment condition

Significant & Unusual Exclusions or Limitations applying to Employers' 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 or any materials containing 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

It may be possible to extend the policy to include:

Financial Loss up to £25,000 in any one period of Insurance

Professional Indemnity up to £25,000 per claim and £100,000 in any one period of Insurance

Applies within Great Britain Northern Ireland Republic of Ireland the Isle of Man the Channel Islands and elsewhere within the European Union subject to the insured being domiciled in Great Britain Northern Ireland The Isle of Man or The Channel Islands. In respect of Products Liability, anywhere in the world (other than USA/Canada) for goods supplied by you

Extends whilst any person is temporarily engaged on the business of the insured outside of the territorial limits (other than USA and Canada) who are normally resident in Great Britain Northern Ireland Republic of Ireland the Isle of Man the Channel Islands

No height limit unless otherwise stated

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 and Food Safety Act defence costs

Health and Safety at Work Act and Corporate Manslaughter defence costs

Cross liabilities clause

Court attendance costs

Premium adjustment condition

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

The policy excess as stated in your Policy Schedule

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

Any losses arising out of your responsibilities under the Road Traffic Act

Professional Indemnity

Property in your care custody and control

Contractual 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

Underground services condition

Hazardous activities

Bona fide sub-contractors condition

Professional Indemnity Insurance

Protection for legal liability following a breach of professional duty in the conduct and execution of Professional Activities and Duties.

Significant Features & Benefits applying to Professional Indemnity

The following extensions may be available:

Costs incurred in mitigating a loss or potential loss that may otherwise result in a claim.

Cover for the negligent acts of specialist designers, consultants or sub-contractors engaged in Professional Activities and Duties

Significant Exclusions or Limitations applying to Professional Indemnity

Please refer to the Professional Indemnity section of the Policy wording

Employers Liability, Public & Products Liability
Effecting or maintenance of insurance or financial matters
Dishonest, criminal, deliberate or malicious acts
Ownership, use or occupation of property
Estimate of construction except by qualified quantity surveyors
Insolvency
Where indemnity is provided under another policy
Radioactive, toxic, explosive or other hazardous properties
Pollution
Express warranty or guarantees
Work in connection with contracts outside the territorial limits as defined in the policy wording
Actions brought outside Great Britain Northern Ireland Republic of Ireland the Isle of Man or the Channel islands
Asbestos

Exclusions to all Sections

Radioactive contamination
Punitive, multiplied or exemplary damages fines and penalties
Terrorism (other than the statutory limit of £5m under the EL section) and War
The use of heat is excluded unless specifically agreed and endorsed accordingly. A heat condition will then apply

Cancellation

The insured has no cancellation rights under this Policy.

If you wish to cancel the Policy please contact your insurance intermediary who arranged the Policy on your behalf. However, the premium charged is Minimum and Deposit. This means no return of premium will be allowed

Choice of Law

Unless specifically agreed to the contrary this Insurance Policy shall be subject to English Law.

Making a Claim

To report a claim, please contact CMSL on 0113 234 9808 (9am-5pm Monday-Friday) or 0844 826 6945 outside these hours. The service is available 24 hours, 7 days a week. Please quote Contract Number UKEPL10B0037 and your Policy Number (as shown on the schedule) on all correspondence

CMSL are an independent firm of Loss Adjusters and Claims Managers and are authorised to handle all claims on behalf of AmTrust Europe Limited

Please have your policy number to hand when calling. If you have a need to seek additional assistance please contact your insurance intermediary. You should notify us immediately in the event of any occurrence or circumstance which may give rise to a claim

How to Complain

We aim to provide a high level of service at all times. If for any reason you are unhappy with our service we would like to hear from you. In the first instance please contact your insurance intermediary. If you are not satisfied with the way the complaint has been handled please write to us. You may thereafter also write to AmTrust Europe Limited contract reference number UKEPL10B0037 and your Policy Number as shown on the schedule

Financial Services Compensation Scheme

AmTrust Europe Limited who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.