



Excess Employers and Public/Products Liability

Policy Wording

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Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night all you have to do is call

Further details are contained in the Policy Summary provided with your Policy

24 hour Claims Helpline

0345 300 4006

(Please quote your Policy Number which can be found on your Schedule)

Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**

Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

RSA will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

This Policy may be cancelled:

A by us giving 30 days' notice in writing to you at your last known address

B by you giving 30 days' notice in writing to us at the address shown in the Schedule

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance

For and on behalf of Royal & Sun Alliance Insurance plc



Scott Egan
Chief Executive Officer, RSA UK & International
Royal & Sun Alliance Insurance plc

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the General Conditions/Claims Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the General Conditions/Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury or damage
- Details of the injury or damage

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances.

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

General Conditions/Claims Conditions

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Contribution

If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount in excess of that which would have been payable under such other insurance had this Policy not been effected

3 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

4 Economic Financial and Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation

5 Alteration

No material alteration to the terms conditions limitations or exclusions of the Underlying Policies shall apply to this Policy unless and until agreed in writing by the Company

If such alteration is acceptable to the Company the Company reserves the right to vary the premium and/or terms

6 Claims Reporting

In the event of a claim or claims or circumstance likely to give rise to a claim or claims under the Underlying Policies where it is reasonable to expect that the total cost is likely to exceed fifty percent (50%) of the Underlying Amounts as eroded by such claims or circumstances whether

- A) as a single claim or a number of claims or
- B) combined with any other claims or circumstance likely to give rise to a claim or claims that have resulted in the erosion of any aggregate Underlying Amounts

the Policyholder shall give immediate written notice to the Company

7 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Policyholder the Policyholder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record

The Policyholder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require

The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Policyholder

Definitions

Policyholder

Policyholder shall mean the organisation specified in the Schedule

Company

Company shall mean Royal and Sun Alliance Insurance plc

Limit of Liability

Limit of Liability shall mean the sum specified in the Schedule

Primary Policy

The Primary Policy shall mean the policy or policies of insurance or the specified sections of such policies issued by the Primary Policy Insurer(s) as stated in the Schedule

Underlying Policies

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

Underlying Insurers

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

Underlying Amounts

Underlying Amounts shall mean the Limits of Indemnity as stated in the Underlying Policy or Policies specified in the Schedule

Inner Limit of Indemnity

Any aspect of cover type of event or occurrence which is subject to the application of an inner limit in any Underlying Policy lower than the Underlying Amounts

Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

Section 1 Excess Employers' Liability Insurance

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Company will provide indemnity

- 1 in accordance with the terms of the Primary Policy and
- 2 up to the Limit of Liability in excess of the Underlying Limits of Indemnity

The Limit of Liability is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses incurred in relation to any matter which may form the subject of a claim for indemnity under 1 above are included in the Limit of Liability stated in the Schedule Costs and expenses which form the basis of any claim under this Policy may only be incurred with the Company's prior written consent

General Conditions

The following Conditions shall apply to this Policy

- A** This Policy is subject to the same warranties terms conditions definitions exclusions and endorsements (except as regards the Premium and the Limit of Liability and except as otherwise provided by this Policy and any endorsements herein) as are contained in or as may be added to the Primary Policy together with all the warranties terms conditions exclusions and limitations contained in or added by endorsement to any other Underlying Policies In no event shall this Policy grant broader coverage than is provided by the most restrictive Underlying Policy
- B** The liability under this Policy shall attach to the Company only after the Underlying Insurers have admitted liability and shall have paid the full amount of their respective liability
- C** The Company shall not be liable for the failure of the Underlying Insurers to meet their commitments under the Underlying Policies due to their inability or refusal to pay any claim in the event of insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court
- D** The total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of persons entitled to indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Liability stated in the Schedule

For the purposes of the Limit of Liability all of the persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

- E** It is a requirement of your Policy that any circumstance that is likely to give rise to a claim under this Policy must be notified in writing to the Company immediately The Policyholder acknowledges that a circumstance is likely to give rise to a

claim under this Policy if any claim is likely to exceed an amount greater than 50% of the Underlying Limits of Indemnity or which exceeds an amount of £2,500,000 whichever is the lesser amount

The Policyholder must provide the Company with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Policyholder name address and contact phone number(s)
- Policy number
- The date of the incident
- The cause of the loss or damage
- Address where the loss took place together with an estimated claim value if available
- If the claim involves personal injury the names and addresses of the parties involved including details of injuries and names and addresses of any witnesses (if known)

This information will enable us to make an initial evaluation on policy liability. We may, however, request additional information depending on circumstances and estimated claim value.

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations

- F** In the event of Underlying Insurers exercising a right under their policies to pay the Underlying Limits of Indemnity and to only be liable for costs and expenses for which they are responsible up to the time of such payment then the Company will provide indemnity for costs and expenses for which Underlying Insurers would have been liable had they not exercised that right
- G** It is a condition precedent to this Policy that the Underlying Policies shall be maintained in full effect while this Policy is in force This Policy shall terminate immediately upon the termination of any Underlying Policy whether by the Policyholder or any Underlying Insurer Notice of cancellation or non-renewal of all or part of the Underlying Policies duly given by any such Underlying Insurer shall serve as notice of the cancellation or non-renewal of this Policy by the Company
- H** The Company shall be given notice in writing as soon as practicable
 - 1) in the event of the cancellation of any Underlying Policy and
 - 2) of any changes in coverage or in the Policyholder in the Underlying Policies

whereby the Policyholder shall upon request furnish the Company with copies of such changes

- I** In the event the Policyholder or the Underlying Insurers elect not to appeal a judgment which exceeds the Underlying Policies the Company may elect to do so at its own expense and shall be liable for the taxable costs disbursements and interest incidental thereto

Exclusions

Notwithstanding the terms of the Primary Policy the indemnity provided by this Policy will not apply to legal liability

1 Terrorism

arising directly or indirectly out of Terrorism

Section 2 Excess Public/Products Liability Insurance

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Company will provide indemnity

- 1 in accordance with the terms of the Primary Policy detailed herein which shall run concurrently with this Policy subject to any additional terms and Conditions in this Policy not contained in the Underlying Policy

and either

- 2 up to the Limit of Liability for

- A) damages and
- B) costs and expenses incurred with the Company's prior written approval

where the Primary Policy provides for costs and expenses to be included within the Limit of Indemnity

or

- 3 up to the Limit of Liability for

- A) damages and
- B) costs and expenses incurred with the Company's prior written approval payable in addition where the Primary Policy provides for costs and expenses to be payable in addition to the Limit of Indemnity

General Provisions

Provided that

- A in the event of Underlying Insurers exercising a right under their policies to pay the Limit of Indemnity and to only be liable for costs and expenses for which they are responsible up to the time of such payment then the Company will provide indemnity for costs and expenses for which Underlying Insurers would have been liable had they not exercised that right
- B the liability of the Company for 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
- C if the aggregate Limit of Indemnity of the Underlying Policies is exhausted by reason of claims paid by Underlying Insurers or which they have been held liable to pay the Company shall
 - 1) in the event of partial exhaustion provide indemnity in excess of the reduced Limit of the Underlying Policies
 - 2) in the event of total exhaustion continue this Policy in force as the Primary insurance in excess of any deductibles or self insured retentions that are not exhausted

for the remainder of the Period of Insurance

- D the indemnity provided shall not apply in respect of claims to which any Inner Limits of Indemnity apply in the Underlying Policies

- E no liability shall attach to this Policy unless and until the Underlying Insurer(s) have admitted liability and the full amount of the Underlying Limit of Indemnity has been exhausted after making deductions for all recoveries salvages and other valid and collectable insurances
- F all Underlying Policies shall be maintained in full effect during the currency of this Policy except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the Period of Insurance
- G the Company shall not be liable for the failure of any Underlying Insurers to meet their commitments under the Underlying Policies due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court.
- H the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of persons entitled to indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Liability stated in the Schedule

The total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of persons entitled to indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Liability stated in the Schedule

For the purposes of the Limit of Liability all of the persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

Exclusions

Notwithstanding the terms of the Primary Policy the indemnity provided by this Policy will not apply to legal liability

1 Aircraft Products

arising from Aircraft Products

2 Professional Liability

arising from or in connection with

- A) advice
- B) design
- C) specification

provided for a fee by the Policyholder and not connected with the supply or intended supply of the Policyholder's products

Complaints Procedure

Our Commitment to Customer Service

At RSA and Origin UW we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, the RSA Customer Relations Team will then review the matter on behalf of their Chief Executive. Once the Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

RSA's Customer Relations Team's contact details are as follows:

Post: RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after the Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: " www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the 'ELTO') and added to an electronic database, (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes

This Policy is administered by Origin UW Limited which is Authorised and Regulated by the Financial Conduct Authority (Reference 708672) and underwritten by Royal & Sun Alliance Insurance plc (No.93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.