

Liability Insurance Policy Summary

About this document

This document provides a summary about the Faraday Liability Insurance Policy. It is a basic summary only 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, schedule and any endorsements carefully.

Name of the Insurer: Faraday Underwriting Limited on behalf of Syndicate 435 at Lloyd's.

Duration of Policy: The policy will remain in force for 12 months or as otherwise shown on your policy schedule.

Significant Features and Benefits

The features and benefits below are subject to conditions and exclusions. Full details are provided in the policy wording.

Employers' and Public Liability (Sections 1 and 2)

- Employers' liability cover and associated costs and expenses up to the limit of liability stated in your policy schedule. Public liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.
- Public liability extensions: Motor vehicle and tool of trade risk; Motor contingent liability; Movement of obstructing vehicles; Defective Premises Act; Leased or rented premises; Overseas personal third party liability; Data Protection Cover

Product Liability (Section 3)

- Product liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.
- Extension cover available for legal costs and expenses in relation to criminal proceedings brought against you under the Consumer Protection Act or Food Safety Act.

General Extensions

- Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.
- Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.

Significant Exclusions or Limitations

- **Cyber Liability (applicable to Section 2 and 3).** There is no cover for any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any: 1) Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or 2) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any Data is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a Cyber Act or Cyber Incident. Regardless of any other cause or event contributing concurrently or in any other sequence thereto. However this exclusion shall not apply to in respect of any actual or alleged liability for and/or arising out of: a) any ensuing injury; or b) any ensuing physical damage to property; resulting from or arising out of a **Cyber Incident** or **Cyber Act** or **Cyber War**. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing suppressing or remediating

a Cyber Incident or Cyber Act or Cyber War. This exclusion shall not apply to the Data Protection Extension under Section 2 of this Policy.

- **Communicable Disease Exclusion (applicable to Section 2 and 3).** There is no cover for any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.
- **Right of recovery (applicable to Section 1).** You shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of compulsory employers' liability laws.
- **Excess (applicable to Sections 2 and 3).** Details of the excess under each section are provided in your policy schedule.
- **Defective Workmanship (applicable to Sections 2 and 3).** Loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.
- **US and Canada (applicable to all sections).** There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by us.
- **Professional advice (applicable to Sections 2 and 3).** There is no cover for loss arising from professional advice given by you for a fee.
- **Asbestos (applicable to all Sections).** There is no cover for loss or damage caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. The exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.
- **Offshore and Terrorism (applicable to all Sections).** Conditions apply to section 1.
- **Contractual liability (applicable to Sections 2 and 3).** Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.
- **Data Protection (applicable to Section 2).** There is no cover for: legal or regulatory fines, penalties, sanctions of any kind; deliberate acts, omissions; cost of replacing, reinstating, rectifying or erasing any personal data or the costs of reporting any personal data breach or responding to any investigation by any regulatory body or any criminal investigation or persecution or notifying data subjects of any personal data breach; any incident or circumstances known to you at the start of the policy which could give rise to a claim; the recording, processing or provision of data for reward or determining the financial status of a person; contractual liability; financial loss of any kind (other than damages for distress suffered as a result of a personal data breach; injury to any person or damage.
- **Insulating Materials (applicable to Section 3).** There is no cover for any cost or expense arising from any work involving the use of insulating material or solar panels after their installation in connection with any government or local authority sponsored energy efficiency or energy saving schemes.

Claims control

We are entitled to take over and conduct in your name the defence or settlement of any claim. You must give all information and assistance required. If you do not do so we may reject or be unable to deal with your claim, or be unable to pay your claim in full. No admission of liability or offer, promise or payment shall be made without our written consent.

Cancellation rights

You can cancel this insurance at any time by writing to Choice Insurance Agency Ltd. We can cancel this insurance by giving you fourteen (14) days' notice in writing. We will only do this for a valid reason. If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. If we pay any claim, in whole or in part, then no refund of premium will be allowed.

How to make a claim

If you need to report a claim or an incident that may result in a claim please contact Choice Insurance Agency Ltd, whose contact details are shown in your policy schedule.

Complaints

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Choice Insurance Agency Ltd, whose contact details are shown in your policy schedule. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter either to us at:

Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE
Email: faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's at:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: 0207 327 5693 Fax: 0207 327 5225
E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

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.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to you under this policy. If you are entitled to compensation under the scheme, how much compensation you would receive would depend on the nature of this policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk.