FARADAY

Property and Land Owner’s Liability Insurance Policy Summary

About this document

This document provides a summary about the Faraday Property and Land Owner’s 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.

Property and Land Owner’s Liability

- Liability arising out of ownership of the Premises stated in the Schedule and associated costs and expenses up to the limit of liability stated in your policy schedule.

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.

Significant Exclusions or Limitations

- **Cyber Liability.** 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 supressing or remediating a Cyber Incident or Cyber Act or Cyber War.
- **Communicable Disease Exclusion.** 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.
- **Excess.** Details of the excess under each section are provided in your policy schedule.
- **Defects.** Loss of, or damage to the Premises or the cost of remedying any defect or alleged defect in the Premises.

- **US and Canada.** 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.
- **Asbestos.** 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.
- **Contractual liability.** Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.
- **Building work and renovations.** There is no cover for any liability resulting from, or a consequence of, building operations, renovations or refurbishments other than general maintenance of the Premises
- **Ownership, custody & control**. There is no cover for loss or damage to Property belonging to You or under Your custody and control.
- **Straying Animals**. There is no cover for any Injury or damage to Property caused by the straying of animals.

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.