

POLICY SUMMARY

PUBLIC AND PRODUCTS EXCESS LIABILITY INSURANCE

IMPORTANT: This summary does NOT form part of your contract of insurance (Policy).

This Insurance Policy Summary

This document is only intended to provide a basic summary of the insurance policy wording and is not personalised to your specific needs. It is important that you carefully read the policy wording, schedule (or quotation) and any endorsements; these documents contain the full terms and conditions. Please contact us without delay if any aspect of your policy appears unsuitable, incorrect or if information provided by you, or on your behalf, is incorrect or changes.

What is this type of insurance?

Excess of loss insurance provides additional cover above the underlying policy (sometimes referred to as the 'primary policy'). Essentially this is for protection against losses that could exceed the limit of the underlying policy. This policy provides **public and products excess liability**. Cover applies in excess of the limit of the underlying public and products liability policy.

Who is the Insurer?

Details of the Insurer, and the agreement number permitting Camberford Underwriting to issue the policy on their behalf, are detailed within your quotation and schedule documents.

Camberford Underwriting is an underwriting agency and is authorised by a number of insurance companies and Lloyd's of London to issue insurance policies on their behalf.

When does the cover start and end?

The policy usually covers a 12 month period and the dates of cover are specified in your schedule document. If the policy covers a period less or greater than 12 months, your schedule will reflect this.

Your obligations

You have a general obligation to make a **fair presentation of your risk**. This includes, for example, providing full and accurate information and advising us of any changes promptly. (Refer to the 'This Insurance', 'Information You Have Given Us' and 'Changes To Your Information' clauses on pages 4 & 5 of the policy wording).

There are also very important conditions which are **conditions precedent** to Insurer's liability. These oblige you to act in a certain way or stipulate a contingency upon which the validity of the Policy or a claim depends. Those applying to the policy wording are listed in this summary and detailed fully in the policy wording.

When and how to pay

For full details of when and how to pay, you should contact your insurance broker.

Other restrictions

An endorsement can extend or restrict cover and could apply additional obligations (conditions precedent). Your quotation or schedule document will contain details of any endorsements which apply to your policy.

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Camberford Underwriting is a trading name of Camberford Law Limited; a limited company registered in England under company number 00608819. Our registered office is 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE. Camberford Law Limited t/a Camberford Underwriting is authorised and regulated by the Financial Conduct Authority ('the FCA') with registered number 121476.



PUBLIC AND PRODUCTS

Camberford Underwriting

EXCESS LIABILITY INSURANCE

Summary of General Terms, Conditions, Conditions Precedent & Exclusions			
MAKING A CLAIM (policy wording page 11)	The 'Insurer Claims Contact' is shown in the schedule. However, if there are no Insurer contact details or for any reason you need help, you may contact Camberford Underwriting: Email: claims@camberford.com Telephone: 020 8315 5000 In Writing: Claims team, Camberford Underwriting, Lygon House, 50 London Road, Bromley, Kent, BR1 3RA		
HOW TO MAKE A COMPLAINT (policy wording pages 9 and 10) YOUR RIGHT TO	If The Policy IS Underwritten by Lloyd's Underwriters: Contact your insurance broker or Camberford Underwriting directly: Compliance Officer, Lygon House, 50 London Road, Bromley, Kent, BR1 3RA. Telephone: 020 8315 5000. Email: complaints@camberford.com If The Policy is NOT underwritten by Lloyd's Underwriters: You may contact the insurer (complaints contact details are in your schedule) or Camberford Underwriting (details as above). You can cancel this policy by notifying Camberford Underwriting (via your insurance broker). Any		
CANCEL (policy wording page12)	return of premium due to you will be calculated at a proportionate daily rate for the period cover has been in force. However if you have made a claim, or there has been an incident that may lead to a claim, the premium must be paid to / retained by us in full. If this policy is stated as subject to 'minimum and deposit premium', no refund will be due in the event of your cancellation of the policy.		
GENERAL EXCLUSIONS (policy wording pages 15-16)	 USA/Canada Jurisdiction. Terrorism. Financial Loss (a pecuniary loss, cost or expense not occasioned injury, loss of or damage to property or pollution or contamination). Goods exported to North America. Visits by you or your employees to North America for manual work. Goods Used In Connection With Aircraft, Watercraft or Offshore Structures. Pollution or Contamination (this exclusion does <u>not</u> apply, however, if caused by a sudden, identifiable, unintended and unexpected incident happening entirely during the period of insurance). Hazardous Component Building Material (hazardous to human health). Fungus or Mould. Asbestos. Radioactive Contamination. Contractual Liability (liability assumed by you under agreement/contract). War. Underlying Policy Inner Limits (any cover for which the underlying policy applies an 'inner' or 'sub-limit'). Punitive Multiplied or Exemplary fines or Penalties. Computer and Electronic Equipment and Data. Sanctions (see policy wording pages 13-14). 		
GENERAL CONDITIONS (policy wording pages 17 to 18)	 Rights / association in defence and trial of claims. Apportionment of costs and expenses. Exhaustion of underlying policy aggregate limit. Determination of period of insurance. Discharge of liability (once settled & closed by Insurers). Adjustment condition. Fraud. 		
GENERAL CONDITIONS PRECEDENT (Very Important) (policy wording page 19)	 Reasonable Precautions Condition Precedent. You must maintain premises plant and business equipment in proper repair, employ competent employees, comply with statutory and regulatory obligations and make good any defect or danger without delay. Changes to Underlying Policy Terms or Conditions. You must obtain our prior consent to changes to the underlying policy. Claim Notification and The Insured Not To Admit Liability. In the event of any occurrence which could result in a claim exceeding 75% of the underlying policy limit:- You must give immediate notice, provide information to us and not make any admission of liability, offer, promise or payment. Limit which is likely to exceed 75% of the underlying policy. 		

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Cover & Limit Of Liability			
COVER (policy wording page 20)	 What is insured Your legal liability to pay damages; and claimants costs and expenses in excess of the underlying policy limit in respect of occurrences happening during the period of insurance and in connection with your business. 	 What is not insured Liability arising from an occurrence outside the period of insurance. Losses which aren't insured by the underlying policy. 	
	Costs and expenses incurred by the Insurer (or by you with their approval) are also covered, subject to the 'Apportionment Of Costs and Expenses' condition (General Condition 2).	 Conditions The underlying policy must be maintained in full effect during the period of insurance, except for any reduction of an aggregate limit which is caused by payment of claims. 	
	This insurance follows the terms, exclusions, conditions and endorsements of the underlying policy, whilst also subject to any additional exclusions, conditions and endorsements applied to this policy.	• Liability under this policy attaches only when the insurers of the underlying policy have been held liable to pay the full amount of the underlying limit (after making deductions for all recoveries).	
LIMIT OF LIABILITY (policy wording page 20)	The maximum that is payable under this policy is the Limit Of Liability stated in the schedule (or quotation) document. The Limit Of Liability applies in the aggregate in respect of all occurrences arising from goods (products) or other liability to which the underlying policy applies an aggregate limit.		