

FARADAY

Domiciliary Care Providers Insurance Scheme **Employer's, Public & Products Liability Insurance** **Key Facts**

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.

Name of the Insurer

The insurer of the policy is Faraday Reinsurance Co. 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.

Employer's 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 Employer's Liability

- Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Extends whilst temporarily outside the above territories in the course of employment whilst engaged in non-manual work
- 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

Significant & Unusual Exclusions or Limitations applying to Employer's 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

- Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. In respect of Products Liability, anywhere in the world (other than USA/Canada) for goods supplied by you
- Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business
- 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
- Tenants Liability extension

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

- The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property
- 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

Exclusions to all Sections

- Radioactive contamination
- Punitive, multiplied or exemplary damages
- Terrorism (other than the statutory limit of £5m under the EL section) and War

Cancellation

The insured has no cancellation rights under this Policy.

Choice of Law

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

Claims

Notify Faraday Reinsurance Co Ltd as soon as you become aware of anything that may give rise to a claim being made against you and for which there may be liability under this insurance:

Faraday Reinsurance Co. Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE
Telephone: 0207 702 3333

Complaints

We aim to give our policyholders a high level of service at all times. If you feel that we have not met these high standards, please contact us (preferably in writing) at the address below and we will do our best to resolve the problem.

The Compliance Officer
David Oliver Associates
1st Floor Offices
Robinson House
Haslers Lane
Great Dunmow
Essex
CM6 1XS

Tel No: 0870 9002951
Fax No: 01371 859281
E-mail: david@doainsurance.co.uk

We will handle your complaint and assess fairly, consistently and promptly the subject matter of the complaint, whether the complaint should be upheld, what remedial action or redress (or both) may be appropriate and if appropriate, whether we have reasonable grounds to be satisfied that another respondent may be solely or jointly responsible for the matter alleged in the complaint.

We will initially acknowledge the circumstances of your complaint promptly and will then endeavour to keep you informed of progress and ultimately issue our final response or other written response within 8 weeks of receiving your complaint.

In the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

