

Ironshore Employer's Liability Insurance

Summary of cover

Product name: Employer's Liability

Type of insurance: Employer's Liability

Insured: the person or persons named as such in your Policy Schedule

Underwritten by: Ironshore Europe DAC (the **Insurer**)

Period of Insurance: 12 months or as otherwise shown in your Policy Schedule

Law applicable to the contract: The law of England and Wales

This document is a guide to the cover provided under your Ironshore Employer's Liability Policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover, please read your insurance Policy and Policy Schedule.

Significant Features and Benefits

Your employer's liability insurance Policy covers the Insured for its legal liability to pay damages to its Employees (as defined in your Policy) for **Bodily Injury** that i) is sustained by them during the Period of Insurance and within certain Territorial Limits and ii) arises out of and in the course of their employment in the Insured's Business. "Business" for these purposes means the business of the Insured as described in your Policy Schedule.

Your limit of indemnity includes certain related **Costs and Expenses**, which are described in more detail in your Policy. These include, in respect of the Insured's legal liability to pay damages to its Employees for Bodily Injury, costs and expenses that are recoverable by a claimant from the Insured and solicitor's fees for representation at a coroner's inquest, fatal accident inquiry or in a court of summary jurisdiction.

Your Policy also covers (within the limit of indemnity) certain **Legal Defence Costs** incurred with the prior approval of the Insurer in the defence of criminal proceedings for breach of the following legislation committed in the course of the Business during the Period of Insurance:

- i. The Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or
- ii. Part II of the Consumer Protection Act 1987.

Your Policy also includes cover for certain **Unsatisfied Court Judgments** awarded to an Employee of the Insured against a company or individual (other than the Insured) for Bodily Injury caused during the Period of Insurance and arising out of employment by the Insured in the Business. At your request, we will pay to an Employee of the Insured or to their personal representative the amount of damages awarded to them by a UK court in respect of such Bodily Injury by a judgment that remains unsatisfied for six months.

Cover under your Policy is extended to directors, partners and Employees of the Insured in certain circumstances (within your Limit of Liability). Please see your Policy for further details.

Significant or Unusual Exclusions and Limitations

- **Limit of Liability:** For any claim covered by your Policy (including for related Costs and Expenses and Legal Defence Costs) we will only indemnify the Insured and, where applicable, its directors, partners and Employees up to the Limit of Liability stated in your Policy Schedule. For these purposes, a series of claims arising out of any one occurrence shall be treated as a single claim.
- **Territorial limits:** in respect of the Insured's legal liability to pay damages to its Employees for Bodily Injury (and related Costs and Expenses), the Policy applies in respect of Bodily Injury sustained by the Insured's Employees whilst they are within the territorial limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. It also applies in respect of Bodily Injury sustained by the Insured's Employees whilst outside of these Territorial Limits in certain circumstances as set out in your Policy **except that** no cover is provided for claims or legal proceedings brought or originating in the United States of America or in any other territory within the jurisdiction of the United States of America.
- **Claims incurred:** the Policy is written on a claims incurred basis, which means it applies to Bodily Injury sustained

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by Employees within the Period of Insurance, provided you comply with the notification requirements, and your other obligations, under your Policy.

- **Retention:** you will normally have to pay an initial contribution towards each claim (the **Retention**). Your Policy Schedule will show the specific Retentions applicable to your Policy.
- **Legal Defence Costs:** coverage for Legal Defence Costs does not apply to:
 - iii. any fines or penalties imposed by any court; or
 - iv. proceedings brought due to any deliberate act or omission.
- **Unsatisfied Court Judgments:** coverage for Unsatisfied Court Judgments only applies in respect of unsatisfied judgments obtained in a court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Mann against companies or individuals (other than the Insured) operating from premises within any of those jurisdictions.

Coverage does not apply:

- in respect of a judgment in respect of which an appeal remains outstanding; or
- unless all reasonable steps have been taken to recover monies due from the party against whom the judgment was obtained.
- You are only covered for the Business you have told us the Insured does, and that we've agreed to insure, as set out in your Policy Schedule.
- You are not covered for and the Insurer will not be liable to pay any claim or provide any other benefit under your Policy if this would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- You are not covered for liability of any nature directly or indirectly arising as a result of Radioactive Contamination, as more particularly described in your Policy.

Your side of the bargain

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't, your Policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

You must notify the Insurer as soon as reasonably practicable of any material change to the responses to the questions of the Insurer in the application for this Policy. Until the Insurer has agreed in writing to accept liability for such altered risk, the Insurer shall not provide an indemnity in respect of liability arising from such altered circumstances.

You need to bear in mind:

- You should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply.
- In the event of an event or occurrence giving rise to a claim or which may give rise to a claim under your Policy, you should take note of the required procedures, such as notifying us in writing of such event or occurrence as soon as reasonably possible following discovery thereof, as stated in the Policy.
- As with any insurance, you have an obligation to take all reasonable precautions (at your own expense) to prevent occurrences which may give rise to liability under this Policy, including in the selection of Employees, and all reasonable steps to comply with all applicable statutory requirements and to maintain your ways works machinery plant and premises in good order and repair. Failure to do this may entitle the Insurer to decline liability under this Policy.

Cancellation rights

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If we need to cancel the insurance, we'll give you at least thirty (30) days' notice in writing including details of the reason for cancellation and refund any surplus premiums you might have paid. We will only cancel the insurance for a valid reason. Valid reasons may include but are not limited to:

- where we have reasonable suspicion that you have behaved dishonestly or fraudulently in connection with a claim under the Policy
- you fail to provide us with reasonable cooperation, assistance, information or documentation as required by the Policy

The exception to this is if we have agreed that you will pay your premium by direct debit and we don't receive your direct debit payments when due. Then we will contact you as soon as possible requesting payment for that unpaid premium in writing. If payment is not received within 15 days of that request, the Policy will be cancelled with effect from the date on which the initial unpaid direct debit was due.

Claims

As soon as you become aware of an event or occurrence giving rise or which may give rise to a claim under your Policy, please let us know in writing.

Contact our experienced claims team on:

Claims Manager
Ironshore Europe DAC
Level 3
8 Fenchurch Place
London EC3M 4AJ, UK

Telephone: +44 (0)207 337 4414.

Email: ledac.Claims@ironshore.com

Enquiries and complaints

General Enquiries

Ironshore is committed to providing a first class service at all times.

If at any time you have any questions or concerns regarding the Policy or the handling of a claim, you should in the first instance contact Ironshore using the contact details above.

Complaint Procedure

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to: Compliance Officer, Ironshore Europe DAC, 2 Shelbourne Buildings, Shelbourne Road, Dublin 4, Ireland.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service. The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4 567 or 0300 123 9 123. www.financial-ombudsman.org.uk.

The Financial Ombudsman's Service decision is binding upon Ironshore but you are free to reject it without affecting your legal rights. The Financial Ombudsman Service is an arbiter of unresolved disputes and is impartial and is a free service to the complainant.

Financial Services Compensation Scheme

Ironshore is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Ironshore cannot meet its obligations. This depends on the type of business and the circumstances

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of the claim. Further information about compensation scheme arrangements is available from the FSCS.

The FSCS's contact details are: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone: 0800 678 1100 or 020 7741 4100. www.fscs.org.uk.