



## EXCESS LAYER LIABILITY

### POLICY SUMMARY

This is a summary only and you should refer to the full terms and conditions in your policy or consult your broker for more information.

**Product name:** Excess Layer Liability Insurance (MUM PL XL 05 20)  
**Underwritten By:** Manchester Underwriting Management Ltd

### WHAT IS INSURED?

We shall Indemnify You as follows for all sums which You become legally liable to pay as damages and claimant's costs fees and expenses in the event of:

- i) accidental Bodily Injury to any person
- ii) accidental loss of or damage to Property

We will offer Limits of Indemnity up to £15,000,000.

### PERIOD OF COVER

The Period of Insurance is typically 12 months but can be more or less – refer to the policy Schedule for the Period of Insurance applicable.

### GEOGRAPHICAL SCOPE

Business carried on in the United Kingdom and elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any Employee.

### OPERATIVE CLAUSES

Liability	Limit
Damages and Costs and expenses	The full policy limit (max. £15M) and payable in excess of the Underlying Limits and after the Primary and Underlying Excess Insurers have been paid or held liable to pay

### PRINCIPAL EXCLUSIONS

#### All sections

- ❖ Asbestos liability
- ❖ War
- ❖ Radioactivity
- ❖ Sanctions
- ❖ North American jurisdiction
- ❖ Terrorism

## PRINCIPAL CONDITIONS

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### All sections

- ❖ This Certificate is subject to the same warranties conditions definitions terms and exclusions as the Primary Policy
- ❖ Liability to pay under this Certificate shall not attach unless the Primary and Underlying Excess Insurers have admitted liability
- ❖ You must maintain the Underlying Policies
- ❖ In the event of reduction or exhaustion of any Underlying Limits this Certificate will pay the excess of reduced amounts or apply in place of
- ❖ You must tell us of any changes that materially alter the risks insured
- ❖ We may pay to you at any time the Limit of Indemnity or any lesser amount for which we can settle claim/s in full and final settlement
- ❖ If we discover that you failed to provide a fair presentation to us when taking out the insurance and that this was neither deliberate nor reckless, we will cancel the policy from the start if we would not have insured you had we known the true position, otherwise we may reduce proportionately the amount to be paid on a claim
- ❖ We may reject or reduce claims if you fail to observe the provisions of the policy
- ❖ The Premium must be paid to Us within 60 days of inception of the Period of Insurance, normally through your broker unless an alternative method has been agreed by MUM
- ❖ English law applies to this contract of insurance
- ❖ Any refusal or inability to pay shall not operate to reduce or exhaust the Underlying Limits

### CANCELLATION

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There is no provision for you to cancel this policy. It may be cancelled by mutual agreement or by our giving you 30 days' notice. We may also cancel if we determine that there has been fraud or if the premium has not been paid in time.

### CLAIMS PROCESS

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Notice of a claim or circumstance should be made to [mum@sedgwick.co.uk](mailto:mum@sedgwick.co.uk) or Sedgwick International UK, 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NY. The policy sets out what and when you must notify to Sedgwick.

### COMPLAINTS

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Complaints must be referred in the first instance to:

**Claims complaints:** Sedgwick International UK, 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NY, Tel.: 0113 387 9032, E-mail: [mum@sedgwick.co.uk](mailto:mum@sedgwick.co.uk)

**Other complaints:** The Complaints Manager, Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, Tel.: +44 (0)1494 770700, E-mail: [complaints@manchesterunderwriting.com](mailto:complaints@manchesterunderwriting.com)

If You remain dissatisfied after we have considered Your complaint, or if You have not received a written final response within eight weeks from the date that MUM received your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123  
Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- You must refer Your complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees