



# **Contractors Liability Insurance**

## **Policy Document**



## INTRODUCTION

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Your Contractors Liability Policy is made up of several parts which must be read together as they form your contract of insurance with FMB Insurance Services. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions.

If you wish to change anything or if there is anything you do not understand, please let FMB Insurance Services know; adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction;
- the Insuring Clause;
- the Claims Handling and Complaints Procedures applied to the Policy;
- details of the Data Protection Act and how it applies to the Policy.
- the Policy Definitions; the Policy Conditions and Policy Exclusions, all of which apply to all Sections of the Policy;
- the Sections of cover, including the Sections, definitions, conditions, extensions and exclusions;
- the Schedule, which confirms the Sections of cover that are insured and which includes any additional clauses applied to the Policy.

Any Section stated to be 'not insured' in the Schedule shall be inoperative.

Any word or expression which is given a specific meaning under the Section, Definitions has the same meaning wherever it appears in the Policy.

We strive to provide a first-class service. However, if you are in anyway dissatisfied, contact FMB Insurance Services.



## INSURING CLAUSE

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In consideration of payment of the premium the Underwriter will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Underwriter agrees to accept a renewal premium.

**Signed for and on behalf of Starr International (Europe) Ltd**

**Jim Herbert**

**Chief Executive Officer**

**Signed for and on behalf of FMB Insurance Services:**

**Sadie Phillips**

**Director of Insurance**



## CLAIMS NOTIFICATION

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If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made: -

You should notify FMB Insurance Services

- Promptly, if an incident occurs that may lead to you making a claim or
- Immediately, in the event of a serious accident, loss or damage.

using the contact details below, providing as much information as possible about the claim, and your policy reference if available,

Address: The Claims Executive,  
1<sup>st</sup> Floor Gemini House  
Cambridgeshire Business Park  
Angel Drove  
Ely  
Cambridgeshire  
CB7 4EA

Tel No: 01353 652760 - Lines are open Monday to Friday

Emergency 24/7  
Response Number: 0844 826 7597.

Email: [fmbinsurance@fmb.org.uk](mailto:fmbinsurance@fmb.org.uk)

Our aim is to deal with your claim promptly and fairly.

Please refer to the Policy Conditions (6.) which outlines the actions you must take in the event of a claim as well your responsibilities.



## COMPLAINTS PROCEDURES

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FMB Insurance Services values the opportunity to investigate any concerns that the Insured may have about any aspect of the service provided by FMB Insurance Services and is committed to handling all complaints fairly, thoroughly and promptly.

If you have any enquiry or complaint about the insurance provided by FMB Insurance Services, other than a claim or potential claim enquiry, this should in the first instance be addressed to:

The Director,  
FMB Insurance Services,  
1<sup>st</sup> Floor Gemini House  
Cambridgeshire Business Park  
Angel Drove  
Ely  
Cambridgeshire  
CB7 4EA

Email address: [fmbinsurance@fmb.org.uk](mailto:fmbinsurance@fmb.org.uk)

Telephone Number: 01353 652760

If after following the procedures set out above, your complaint has not been resolved to your satisfaction, and you are an eligible complainant you have the right to refer the matter to the Financial Ombudsman, at the following address:-

Financial Ombudsman Service,  
Exchange Tower  
Harbour Exchange  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: 0800 023 4567

The Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and financial services companies, including insurers. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), including details of the types of complaints the FOS will be able to consider. If you make a complaint to the FOS, your right to legal action against us is not affected.

Insurers must accept the FOS' final decision, but you are not bound by it and may take further action if you wish. Your rights as a customer to take legal action remain unaffected by the existence or use of the Complaints Procedure. However the Financial Ombudsman Service will not adjudicate on cases where litigation has commenced.



## Financial Services Compensation Scheme

Starr International (Europe) Limited is covered by the Financial Services Compensation Scheme. As an Insured you may be entitled to compensation from the Financial Services Compensation Scheme if, in the unlikely event, that a party is unable to meet their obligations.

Further information about compensation scheme arrangements is available from:

Telephone: 0800 678 1100 or 0207 741 4100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

Address:

Financial Services Compensation Scheme,  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London,  
EC3A 7QU.



## DATA PROTECTION ACT

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We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information FMB Insurance Services or the Underwriter holds about them.

Please contact:

**(a)**

The Director,  
FMB Insurance Services,  
1<sup>st</sup> Floor Gemini House  
Cambridgeshire Business Park  
Angel Drove  
Ely  
Cambridgeshire  
CB7 4EA

**(b)**

Head of Compliance  
4th Floor, 30 Fenchurch Avenue,  
London  
EC3M 5AD

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

## POLICY DEFINITIONS

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The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital letter throughout this Policy.

### **Business:**

The business description stated in the Schedule and which is conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including: -

1. the ownership, maintenance and repair of premises used in connection with such business.
2. the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured.
3. the execution of private duties by Employees for any partner, director or senior official of the Insured.

### **Damage:**

Loss, destruction or damage to material property.

### **Employee(s):**

1. any person under a contract of service or apprenticeship with the Insured.
2. any of the following persons whilst working for the Insured in connection with the Business: -
  - a. any labour master or labour only subcontractor or person supplied by him;
  - b. any self-employed person providing labour only;
  - c. any person who is borrowed by or hired to the Insured;
  - d. any voluntary helper;
  - e. any trainee or person undergoing work experience.

### **Excess:**

The first part of each and every claim which the Insured is responsible, stated in the Schedule.

### **Injury:**

Bodily injury, death, disease, illness, mental injury or nervous shock.



**Insured:**

The Insured named and as shown in the Schedule.

**Limit of Indemnity:**

The Limit of Indemnity stated in the Schedule.

**Offshore Installations:**

1. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
2. any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
3. any pipe or system of pipes in the sea or tidal waters;
4. any installation which is intended to provide accommodation for persons who work on or from the locations specified in paragraphs 1., 2. or 3. of this definition.

**Period of Insurance:**

The period from the effective date until midnight on the expiry date shown in the Schedule.

**Policy:**

The document as described in the Introduction.

**Pollution and Contamination:**

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all Injury or Damage directly or indirectly caused by such pollution or contamination.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

**Schedule:**

Part of this Policy that details information forming the basis of this Policy and that shows the Sections of this Policy which are operative.

**Section/Sections:**

Parts of this Policy that detail the insurance cover provided for each individual section of this Policy.

**Underwriter:**

Starr International (Europe) Limited

## POLICY CONDITIONS

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**Applicable to the Policy unless stated to the contrary under the conditions in the Sections.**

### **1. Reasonable Precautions**

The Insured shall take all reasonable care: -

- a. to prevent accidents and any Injury or Damage;
- b. to observe and comply with statutory or local authority laws, obligations and requirements in the selection and supervision of Employees;
- c. to maintain the buildings, contents and everything used in the Business in an efficient and safe working order;
- d. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

### **2. Change of Risk**

If there are any alterations in the Business which increases the risk of Injury or Damage, these should be notified in writing to FMB Insurance Services as soon as possible. Please note that an additional premium may be charged.

### **3. Fraud**

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be void and the Insured will forfeit all rights under the Policy. In such circumstances, the Underwriter retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

### **4. Fair Presentation of the Risk**

The Insured has a duty to make to Underwriters a fair presentation of the risk before:

- a. the inception of this Policy;
- b. an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- c. the renewal of this Policy; and

In the event of a breach of such duty, if the breach is:

- a) deliberate or reckless, Underwriters may:
  - i. in relation to an alteration made to this Policy treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
  - ii. in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;

- b) neither deliberate nor reckless and Underwriters would not have:
- i. in relation to an alteration made to this Policy, agreed to the alteration on any terms, Underwriters may treat this Policy as if the alteration was never made, but in that event Underwriters:
    - a. will return any extra premium paid; or
    - b. may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. Underwriters will pay on such claim a percentage of what Underwriters would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - c. entered into this Policy on any terms, Underwriters may avoid this Policy and refuse all claims but will return any premiums paid; or

- c) neither deliberate nor reckless and Underwriters:

- i. would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if Underwriters require; and
- ii. in respect of an alteration made to this Policy:
  - a. would have agreed to the alteration, but would have charged an increased premium by more than Underwriters did or (in the case of an unchanged premium) would have increased the premium, Underwriters may reduce proportionately the amount to be paid on a claim arising out of events after the alteration. Underwriters will pay on such claim a percentage of what Underwriters would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item 3 a above), based on the total premium actually charged compared to the premium that Underwriters would have charged;
  - b. (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and Underwriters would have increased the premium, would not have reduced the premium, or would have reduced it by less than Underwriters did, Underwriters may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

Underwriters will pay on such claim a percentage of what Underwriters would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item 3 a above), based on the total premium actually charged compared to the original premium if Underwriters would not have changed it, and otherwise the increased or (as the case may be) reduced total premium Underwriters would have charged.

- iii. would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, Underwriters may reduce proportionately the amount to be paid on a claim.

Underwriters will pay on such claim a percentage of what Underwriters would otherwise have been liable to pay (making provision for any different terms referred to in item 3 a above), based on the premium actually charged compared to the higher premium.



- d) Underwriters will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Underwriters), in relation to a breach of the duty to make to Underwriters a fair presentation of the risk.

## 5. Cancellation

### *Insured's Cancellation Rights:-*

The Insured has the right to cancel the cover within a period which begins 14 days from the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period"). The Insured should exercise this right by contacting FMB Insurance Services at 1st Floor Gemini House, Cambridgeshire Business Park, Angel Drove, Ely, Cambridgeshire, CB7 4EA. Telephone 01353 652760 .

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less GBP 50 to cover FMB Insurance Services' operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums due.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium thereafter and the Policy may run for its full term.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving 30 days notice in writing to FMB Insurance Services. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less GBP 50 to cover FMB Insurance Services' operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums due.

In the event of cancellation the Insured must return to FMB Insurance Services the current Certificate(s) of Employers Liability Insurance.

### *FMB Insurance Services' Cancellation Rights:-*

FMB Insurance Services may cancel this Policy by giving the Insured 30 days' notice in writing sent to the Insured's last known address. The Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums due.

In the event of cancellation the Insured must return to FMB Insurance Services the current Certificate(s) of Employers Liability Insurance.

## 6. Claims – Action by the Insured

The Insured shall in the event of any Injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it and again upon the receipt by the Insured in writing of any notice of any claim or legal proceeding: -

- a. notify FMB Insurance Services immediately upon being advised of any prosecution, inquest or enquiry connected with any Injury, Damage or consequential loss which may form the subject of a claim under this Policy;
- b. pass immediately, and unacknowledged, any letter of claim to FMB Insurance Services;
- c. carry out and permit to be taken any action that may be reasonably practicable to prevent further Damage or consequential loss;
- d. retain unaltered and unrepaired anything in any way connected with the Injury, Damage or consequential loss for as long as the Underwriter may reasonably require;
- e. furnish with all reasonable dispatch at the Insured's expense: -
  - i. such further particulars and information as the Underwriter may reasonably require.
  - ii. if required, a statutory declaration of the truth of the claim.
  - iii. details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it;
- f. make available at the Insured's expense any documents required by the Underwriter with regard to any letter of claim;
- g. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Underwriter;
- h. allow the Underwriter in the name of and on behalf of the Insured to take over and, during such periods as the Underwriter thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and the Insured shall give the Underwriter all necessary assistance for that purpose.

## Claims – The Rights of FMB Insurance Services

- a. In respect of Damage for which a claim is made the Underwriter and any person authorised by the Underwriter may without incurring any liability or diminishing any of the Underwriter's rights under this Policy, enter premises where such Damage has occurred and take possession of or require to be delivered to the Underwriter any property insured and to deal with such property for all reasonable purposes and in any reasonable manner.
- b. No property may be abandoned to the Underwriter or deemed to have been abandoned whether taken possession of by the Underwriter or not.

## 8. Subrogation

Any claimant under this Policy shall at the Underwriter's request and expense take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after the Underwriter makes any payment.

**9. Discharge of Liability**

The Underwriter may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum Limit of Indemnity for any one Period of Insurance whichever is the lesser, together with the amount of any costs and expenses to the date of such payment.

**10. Arbitration**

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted by the Underwriter) such difference shall be referred to an arbitrator to be appointed by the Insured and the Underwriter in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Underwriter.

**11. Number of Persons, Turnover and Wageroll**

The premium for this Policy is based on the maximum number of persons engaged in the Business at any one time as well as the expected turnover and wageroll of the Business. The Insured shall notify FMB Insurance Services immediately if the information provided to FMB Insurance prior to the inception of this Policy shall change.

**12. Rights of Third Parties**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

**13. Other Insurances**

If at the time of any Damage there is any other insurance covering such incidents, the Underwriter will only pay its rateable proportion of such loss.

**14. Law Applicable to Contract**

The language of the Policy and all communications relating to it will be English; and all aspects of the Policy including negotiation and performance are subject to English law and the decision of the English courts.

## POLICY EXCLUSIONS

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### This Policy does not cover:

#### 1. War

Damage, Injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### 2. Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from: -

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 3. Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### 4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of Damage or any consequential loss by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

#### 5. Computer Date

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure: -

- a. Correctly to recognise any date as its true calendar date.
- b. To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.

- c. To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

But the insurance shall not exclude any subsequent Damage which is not otherwise excluded.

## 6. Trade

Liability in respect of: -

- a. Any work of demolition except
  - i. of buildings or part of a building when such work forms part of a contract for reconstruction alteration or repair by the Insured;
  - ii. of other structures not exceeding 4 metres in height and not comprising or forming part of any building.
- b. Work in or on
  - i. aircraft and/or aerospace devices, runways and/or ancillary areas to which aircraft and/or aerospace devices have access;
  - ii. any vessel or craft or device designed to float on or in or travel through water and/or harbours and ancillary areas to which such vessels or craft or devices have access.
- c. Work on
  - i. bulk oil, petrol, gas or chemical storage tanks or chambers;
  - ii. railways, tunnels or motorways;
  - iii. blast furnaces, bridges, chimney shafts, collieries, docks, gas works, mines, oil refineries, power stations, pylons, reservoirs, steeples, towers or viaducts.
- d. Quarrying, blasting or diving operations, water diversion, dam construction or work behind dams.
- e. The use of explosives, tunnelling or piling work, underpinning or deliberate de-watering of the site.
- f. The making of excavations exceeding in any part a depth of 2 metres from the surface.
- g. The construction of public roads or the laying of main sewers unless incidental to any building contract undertaken by the Insured.

## 7. Excess

The first part of each and every claim which the Insured is responsible as stated in the Schedule.



## 8. E-Risks

- a.** Loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by: -
- i.** programming or operator error whether by the Insured or any other person.
  - ii.** virus or Similar Mechanism (as defined below).
  - iii.** hacking (as defined below).
  - iv.** malicious persons.
  - v.** failure of external networks.

Unless, in respect of **i**, **ii** and **iii** above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

- b.** Any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph **a** of this Exclusion unless, in respect of **a i**, **ii** or **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

- c.** Loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph **a** of this Exclusion unless, in respect of loss or damage to other property arising from **a i**, **ii** or **iii** above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

- d.** Loss or destruction of or damage either to computer equipment or any other property where it consists of or arises directly or indirectly out of: -

- i.** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons;
- ii.** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in **d i.** above;
- iii.** any misinterpretation, use or misuse of information on computer systems or other records, programs or software;

unless, in respect of **d ii** and **iii** above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

- e.** Any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs **c.** and **d.** of this Exclusion unless, in respect of **c**, **d ii** and **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion: -

“Computer Equipment” – means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

“Virus or Similar Mechanism” – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

“Hacking” – means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

## **9. Terrorism**

Loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with: -

- i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism.
- ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism.

An “Act of Terrorism” means: -

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action, suit or other proceedings where the Underwriter alleges that by reason of this Exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

In respect of Section 2 Employers Liability this Exclusion shall only apply in excess of GBP 5,000,000 for any one occurrence.

## **10. Asbestos**

In respect of loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss: -

In respect of Section 2 Employers Liability this Exclusion shall only apply in excess of GBP 5,000,000 for any one occurrence.

## **11. Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)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.

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## SECTION 1 – PUBLIC LIABILITY

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### DEFINITIONS

#### Territorial Limits

1. The United Kingdom, the Channel Islands and the Isle of Man.
2. Elsewhere in the world in respect of Injury or Damage caused by or arising from non-manual activities of any partner, director or Employee of the Insured normally resident within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and occurring during any journey or temporary visit.

#### Injury

1. Bodily injury, death, disease, illness, mental injury or nervous shock.
2. Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person other than an Employee.

#### Cover

The Underwriter will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental: -

- a. injury to any person
- b. damage to material property
- c. nuisance, trespass, obstruction or interference with any right of way, light, air or water resulting in financial loss

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

#### Costs and Expenses

In addition the Underwriter will pay costs and expenses incurred by the Insured or with its written consent: -

- a. in connection with the defence of any claim.
- b. for representation of the Insured: -
  - i. at any coroner's inquest or fatal accident inquiry in respect of death;
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage;

which may be the subject of indemnity under this Section.



### **Limit of Indemnity**

- a.** The Underwriter's liability for all compensation payable in respect of: -
- i.** any one occurrence or all occurrences of a series consequent on or attributed to one source or original cause;
  - ii.** all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insurance;
- shall not exceed the Limit of Indemnity.
- b.** The Underwriter's liability in respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory shall be inclusive of the amount of all: -
- i.** claimants' costs and expenses;
  - ii.** costs and expenses incurred by the Underwriter or with the written consent of the Underwriter in connection with the defence of such claims;
- and shall not exceed the Limit of Indemnity.
- c.** The Underwriter's liability shall not exceed the Limit of Indemnity or GBP 5,000,000 (whichever is the lesser) in respect of an Act of Terrorism. If the Underwriter alleges that by reason of this limitation any loss, damage, cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

## EXTENSIONS

### 1. Indemnity to other Parties

If the Insured so requests the Underwriter will indemnify the following parties: -

- a. any officer, committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured;

as though each such party was individually named as the Insured in this Section.

- c. any principal for whom the Insured has agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that: -

- i. each such party shall observe, fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply;
- ii. the Underwriter's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

### 2. Health and Safety at Work – Legal Defence Costs

The Underwriter will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Section in respect of: -

- a. costs and expenses incurred with the Underwriter's written consent;
- b. costs and expenses of the prosecution awarded against any such party;

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that: -

- i. the proceedings relate to the health, safety or welfare of any person other than an Employee.
- ii. the Underwriter shall have the absolute conduct and control of all the said proceedings and appeals.

The Underwriter will not pay for: -

- a. fines or penalties of any kind.
- b. proceedings or appeals in respect of any deliberate act or omission.
- c. costs or expenses insured by any other policy.

### **3. Motor Contingent Liability**

The Underwriter will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover any such liability: -

- a. in respect of Damage to the said vehicle.
- b. arising out of any such use in any country outside the European Union.
- c. incurred by any party other than the Insured.
- d. incurred by any party identified in Extension 1 – Indemnity to Other Parties, other than an Employee.

### **4. Court Attendance Compensation**

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Underwriter in connection with a claim which is the subject of indemnity under this Section the Underwriter will pay compensation to the Insured on the following scale for each day that attendance is required: -

- i. any director or partner      GBP 250
- ii. any Employee                      GBP 150

### **5. Joint Insured Cross Liabilities**

If more than one party is named as the Insured, this Section shall apply as though each were insured separately provided that the Underwriter's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.

### **6. Overseas Personal Liability**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within the Territorial Limits as defined in this Section, in the course of any journey or temporary visit to any other country made in connection with the Business.

## **7. Data Protection**

The Underwriter will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation for Damage or distress resulting from failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance.

Provided that the Insured is: -

- i. a registered user in accordance with the terms of the Act.
- ii. not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to GBP 250,000

The Underwriter will not pay for: -

- i. any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
- ii. any Damage or distress caused by any act of fraud or dishonesty.
- iii. the costs and expenses of rectifying, rewriting or erasing data.
- iv. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
- v. the payment of fines or penalties.

## **8. Defective Premises Act 1972**

The Underwriter will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

The Underwriter will not pay for: -

- a. the cost of rectifying any Damage or defect in the premises or land disposed of.
- b. liability for which the Insured is entitled to indemnity under any other insurance.

## **9. Contractual Liability**

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Underwriter.

The Underwriter will not pay for liquidated damages or fines or damages imposed by or payable under any penalty clause.

## 10. Consumer Protection and Food Safety Acts – Legal Defence Costs

The Underwriter will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Underwriter in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under: -

- a. part 2 of the Consumer Protection Act 1987, or
- b. section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that the Underwriter shall have the conduct and control of all said proceedings and appeals.

The Underwriter will not pay for:-

- i. fines or penalties of any kind;
- ii. proceedings or appeals in respect of any deliberate act or omission;
- iii. costs or expenses insured by any other policy.

## EXCLUSIONS

Policy Exclusions 1, 2, 5 and 6 apply to this Section and in addition the Underwriter will not pay for: -

### 1. Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

### 2. Work on Offshore Installations

Liability in respect of Injury or Damage arising in connection with work on, or travel to or from Offshore Installations.

### 3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of: -

- a. fines, penalties or liquidated damages;
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.



#### **4. Pollution and Contamination**

Liability in respect of: -

- a. Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory.
- b. Pollution or Contamination occurring elsewhere unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

#### **5. Mechanically Propelled Vehicles**

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply: -

- a. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation).
- b. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.

#### **6. Vessels or Craft**

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft or other aerial devices, hovercraft or offshore installation (other than hand-propelled watercraft or wind-powered watercrafts whilst on inland waterways).

#### **7. Property in the charge or control of the Insured**

Liability in respect of Damage to any property belonging to or in the charge or control of the Insured other than: -

- a. personal effects or vehicles of any partner, director or Employee of or visitor to the Insured;
- b. premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work;
- c. premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

## 8. Damage to Goods Supplied

Liability in respect of: -

- a. Damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured.
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i. any such goods or property;
  - ii. any defective work executed by or on behalf of the Insured;

except that **8 a.** and **8 b i.** above shall not apply to liability in respect of loss or damage to the said goods or property if such loss or damage is caused by or arises from: -

- 1. any alteration, repair or servicing work executed;
- 2. any other goods or property sold, supplied, delivered, installed or erected;

by the Insured under a separate contract.

## 9. Advice and Design

Liability for Injury or Damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured.

## 10. Contract Works and J.C.T. Clause 21.2.1

Liability in respect of Damage to any property: -

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured.
- b. against which the Insured are required to effect insurance under the terms of Clause 21.2.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

## 11. Excess

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## 12. Temporary Employees

Liability in respect of Employees engaged on a temporary basis unless a figure in respect of temporary employees is shown on the Schedule.

## CONDITIONS.

The Policy Conditions apply to this Section and in addition: -

### 1. Fire Precautions

It is a condition precedent to any liability that the following precautions shall be complied with by the Insured, their Employees or by their sub-contractors whenever carrying out any work involving the application of heat or use of angle grinders and no liability shall attach to the Underwriter unless the precautions shall have been complied with: -

- a. When blow torches, blow lamps, electric, oxy-acetylene or other welding or flame cutting equipment, hot air guns or angle grinders are to be used
  - i. a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of inspection kept;
  - ii. all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be removed away from the immediate vicinity of the work (to a distance of not less than 15 metres from the point of application of heat or use of angle grinders);
  - iii. all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material.
- b. There shall be available for immediate use at the site of the work either: -
  - i. 2 portable multi-purpose dry powder fire extinguishers to European Standard BS EN3 or British Standard BS 5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS 5306-3; or
  - ii. a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion.
- c. The lighting of all blow lamps, blow torches, welding and cutting equipment shall be carried out strictly in accordance with the manufacturers instructions and no piece of lighted equipment shall be left unattended.
- d. Where the equipment involves the use of gas cylinders, those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least 15 metres from the point of application of heat or use of angle grinders).
- e. Any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted.
- f. For 1 hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or for 1 hour after the completion of work involving the application of heat or use of angle grinders in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be

noticed, any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work (including that described in paragraph a i. of this condition) shall be made at frequent intervals up to the end of the period of 1 hour to ensure that nothing is smouldering and there is no risk of fire (and a record of inspections shall be kept).

## **2. Underground Services**

It is a condition precedent to any liability in respect of Damage to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation, or earth moving operations, that: -

- a. The Insured shall prior to the commencement of such work: -
  - i. have made enquiries with the owner or relevant authority responsible as to the location of existing pipes, cables, mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing;
  - ii. carry out investigation using remote electrical devices to locate existing pipes, cables, mains or other underground services where practicable;
  - iii. convey the location of such pipes, cables, mains and underground services to those Employees or contractors carrying out such work on behalf of the Insured.
- b. The Insured shall adopt or cause to be adopted a method of work which minimises the risk of Damage to pipes, cables, mains and other underground services.
- c. The Insured shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of Damage to such pipes cables mains and other underground services.

## **3. Bona Fide Subcontractors**

In respect of work commencing within the Period of Insurance it is a condition precedent to liability in respect of Injury or Damage arising out of or caused by work undertaken on behalf of the Insured by bona fide subcontractors that: -

- a. The Insured obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them on behalf of the Insured a Public Liability Insurance with a limit of indemnity not less than GBP 1,000,000 covering legal liability for Damage to property and Injury to any person other than an employee.
- b. In the event of a claim related to work undertaken by bona fide subcontractors the Insured shall provide documentary evidence of the Public Liability Insurance held by such subcontractors at the time of their appointment to carry out the work.

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## SECTION 2 – EMPLOYERS LIABILITY

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### DEFINITIONS

#### Territorial Limits

1. The United Kingdom, the Channel Islands and the Isle of Man.
2. Employee resident within the territories specified in definition 1. above and caused whilst such Employee is temporarily employed outside these territories provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories.

#### Cover

The Underwriter will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

#### Costs and Expenses

In addition the Underwriter will pay costs and expenses incurred by the Insured or with its written consent: -

- a. in connection with the defence of any claim;
- b. for representation of the Insured: -
  - i. at any coroner's inquest or fatal accident inquiry in respect of death
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section.

#### Limit of Indemnity

- a. The Underwriter's liability under this Section for all compensation, costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity.
- b. The Underwriter's liability shall not exceed the Limit of Indemnity or GBP 5,000,000 (whichever is the lesser) in respect of an Act of Terrorism. If the Underwriter alleges that by reason of this limitation any loss, damage, cost or expense is not covered the burden of proving the contrary shall be upon the Insured.
- c. The Underwriter's liability under this Section shall not exceed the Limit of Indemnity of GBP 5,000,000 in respect of Asbestos. If the Underwriter alleges that by reason of this limitation any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon the Insured.

## EXTENSIONS

### 1. Indemnity to other Parties

If the Insured so requests the Underwriter will indemnify the following parties: -

- a. any officer, committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured;

as though each such party was individually named as the Insured in this Section.

- c. any principal for whom the Insured has agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that: -

- i. each such party shall observe, fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply.
- ii. the Underwriter's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

### 2. Health and Safety at Work – Legal Defence Costs

The Underwriter will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Section in respect of: -

- a. costs and expenses incurred with the Underwriter's written consent;
- b. costs and expenses of the prosecution awarded against any such party;

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that: -

- i. the proceedings relate to the health, safety or welfare of any person other than an Employee.
- ii. the Underwriter shall have the absolute conduct and control of all the said proceedings and appeals.

The Underwriter will not pay for: -

- a. fines or penalties of any kind.
- b. proceedings or appeals in respect of any deliberate act or omission.
- c. costs or expenses insured by any other policy.

### 3. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance: -

- a. is obtained by such Employee in any court situate within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man against any person or corporate body domiciled or operating from premises within such territories; and
- b. remains wholly or partly unsatisfied 6 months after the date of such judgement.

The Underwriter will if the Insured so requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied.

Provided that: -

- i. there is no appeal outstanding.
- ii. the Employee shall have assigned the judgement to the Underwriter.
- iii. this Section was shown as operative in the Schedule at the time of the Injury.

### 4. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Underwriter in connection with a claim which is the subject of indemnity under this Section the Underwriter will pay compensation to the Insured on the following scale for each day that attendance is required: -

- i. any director or partner      GBP 250
- ii. any Employee                      GBP 150

## EXCLUSIONS

Policy Exclusions 2 and 6 apply to this Section and in addition the Underwriter will not pay for: -

### 1. **Work on Offshore Installations**

Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.

### 2. **Mechanically Propelled Vehicles**

Liability in respect of Injury to any Employee arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

### 3. **Temporary Employees**

Liability in respect of Employees engaged on a temporary basis unless a figure in respect of temporary employees is shown on the Schedule.

## CONDITIONS

The Policy Conditions apply to this Section and in addition: -

### 1. **Compulsory Insurance Legislation**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the territories specified by the Territorial Limits definition of this Section but the Insured shall repay to the Underwriter all sums paid by the Underwriter which the Underwriter would not have been liable to pay but for the provisions of such law.

### 2. **Certificate of Employers Liability Insurance**

If this Policy or Section is cancelled the certificate of Employers Liability insurance is cancelled from the same date.





# Contractors Liability Insurance

FMB Insurance Services.

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Cambridgeshire Business Park  
Angel Drove  
Ely  
Cambridgeshire  
CB7 4EA

(FCA registration number 313483)

**Email address:** [fmbinsurance@fmb.org.uk](mailto:fmbinsurance@fmb.org.uk)

**Telephone Number:** 01353 652760

**Starr International (Europe) Ltd**  
4<sup>th</sup> Floor, 30 Fenchurch Avenue  
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EC3M 5AD

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**Email address:** [CasualtyUK@starrcompanies.com](mailto:CasualtyUK@starrcompanies.com)

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