



**Courier**  
**Freight Liability & Combined Liability**

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## Introduction

Your insurance Policy is evidence of the contract You have made with Us. We insure You during the Period of Insurance in the terms set out under each section of this Policy in return for payment of the premium. Only those sections or sub-sections stated in the Schedule as “Insured” are operative.

Our acceptance of this risk is based upon the information You have presented to Us being a fair presentation of Your Business. You have advised Us of any unusual or special features of Your Business that might cause You any particular concerns.

You must tell Us as soon as possible of any change to the information given on Your Proposal or shown on the Statement of Fact as failure to notify us of changes to Your Business, which means that the information You originally provided no longer represents a fair presentation of the risk, may invalidate the cover. You should not wait until the next renewal date.

Please read this Policy wording and the Schedule carefully. Make sure that they meet Your needs. If You have any queries or any information in the Schedule is incorrect, please contact Your broker.

We will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We accept the premium.

## Rights to Cancel

You may cancel this Policy by giving notice in writing to Your insurance broker:

- A) If You cancel this Policy within 14 days of the start of the Period of Insurance, provided that there have been:
1. no claims made under the Policy for which We have made a payment,
  2. no claims made under the Policy which are still under consideration,
  3. no incidents likely to give rise to a claim that have occurred during the 14-day period that have yet to be reported to Us,

We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to Us retaining a minimum premium of £25 to cover Our administration costs.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

- B) If You cancel this Policy 15 or more days after the start of the Period of Insurance, no refund for the unexpired portion of the premium will be given.

You have no other rights to cancel the policy

We may cancel:

1. By giving not less than 7 days of notice in writing if any premium due under this Policy has not been paid to Us. If the premium due is paid in full to Us before the notice period expires, the notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If We cancel, the premium due to Us remains payable for the period that We were on risk. In the event of the occurrence of a loss which gives rise to a claim prior to the date of termination the full premium shall be payable to Us.

2. By giving 30 days of notice in writing to You at Your last known address or to Your broker. If We cancel You will be entitled to a proportionate return of premium.

If We cancel under General Condition – Economic Financial or Trade Sanctions no refund of premium will be due to you for the unexpired Period of Insurance

## **Consequences of Non-Disclosure or Misrepresentation**

When agreeing to provide this insurance, We have relied on the accuracy of the information and statements which You have provided to Us.

If You fail to disclose information relevant to Your Policy or You make an incorrect statement to Us and We establish that this is either a deliberate or reckless breach of law, We may terminate the Policy and refuse to pay all claims and need not return any of the premiums paid.

If You fail to disclose information relevant to Your Policy or You make an incorrect statement to Us that is not a deliberate or reckless breach of law:

- a. If We would not have entered into the policy at all, We may terminate the Policy and refuse all claims, but must return the premiums paid;
- b. If We would have entered into the policy, but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if we so require;
- c. If We would have entered into the policy, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

If You are in doubt as to whether any information is relevant to our assessment of Your risk, You should disclose this information to Us.

## **Applicable Law & Jurisdiction**

The parties to this contract are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon Your address shown in the Schedule and to the jurisdiction of the courts of England.

## **Making a Complaint**

If Your complaint relates to Our service or Your Policy, please contact the Managing Director by writing to Provego Ltd, Lasyard House, Underhill Street, Bridgnorth, WV16 4BB, emailing [info@provego.co.uk](mailto:info@provego.co.uk) or calling 01746 250027.

If Your complaint relates to a claim, You should complain to [provegoclaims@uk.sedgwick.com](mailto:provegoclaims@uk.sedgwick.com) or by telephone at 0345 605 0871.

**What will happen if You complain:**

- a) Provego or Sedgwick will acknowledge Your complaint promptly and try to resolve it within five working days.
- b) For cases that may take a little longer to investigate, we will write to You with a final response within eight weeks of the date Your complaint is received.

If You remain dissatisfied, You have six months from the date of the final response to refer Your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Telephone: 0800 0234567 or 0300 1239123  
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)

This does not affect Your right to take legal action; however, the FOS will not adjudicate on any case where litigation has commenced.

## The Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY  
Telephone: [0800 678 1100](tel:08006781100) or [020 7741 4100](tel:02077414100)  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Your Insurer

Cover under this Policy may be provided by a selection of insurance companies, each of whom are detailed below:

Your Policy is underwritten by Accelerant Insurance UK Limited. Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is 1 Tollgate Business Park, Tollgate West, Colchester CO3 8AB. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

## General Policy Claims Conditions

### 1. Making a Claim

In the event of any occurrence likely to give rise to a claim, or a claim made against You, or receipt of notice of any circumstance which might give rise to a claim under this Policy You shall:

- a) notify Us within 14 days of becoming aware of such occurrence or claim by using the **claims helpline on 0345 605 0871** or our **claims email [provegoclaims@uk.sedgwick.com](mailto:provegoclaims@uk.sedgwick.com)** (You will also find claims reporting information at <https://bspokegroup.co.uk/brands/provego-underwriting/>).

In the case of theft, malicious damage or criminal act, You will immediately notify the police and You shall take all reasonable steps to discover the identity of the guilty person and to trace and recover the property lost.

Within 30 days of destruction or damage to property insured, or such further time as We may allow, You will provide Us at Your own expense with full information in writing of the property destroyed or damaged and the amount of loss or damage together with details of any other insurances on any property insured by this Policy.

### 2. Claims Control

- a) You will immediately forward to Us upon receipt any letter, claim, writ, summons or process.
- b) You will immediately notify Us of any knowledge of impending prosecution, inquest, fatal accident or ministry inquiry.
- c) You shall give Us all such proofs and information with respect to the claim as We may reasonably require.
- d) No admission, offer, promise, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.
- e) We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at Our own expense and for Our own benefit any claim for indemnity or damages or otherwise.
- f) We shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- g) You agree to keep accurate books and records of all figures provided and permit Us or anyone appointed by Us to inspect Your books and records at any time insofar as they relate to this insurance.
- h) If You believe that a claim is due to the act or omission of a sub-contractor, bailee or other third-party You will advise Us and ensure that no action is taken by You which might prejudice any rights We may have against them.

### 3. Fraud

If You or anyone acting for You or any other person covered by this Policy knowingly:

- a) makes a fraudulent or exaggerated claim under Your Policy;
- b) makes a false statement in support of a claim (whether or not the claim itself is

- genuine); or
- c) submits a false or forged document in support of a claim (whether or not the claim itself is genuine),

We may:

- a) refuse to pay the claim.
- b) declare the Policy void, from the date of the fraudulent act. We will not refund any premium to You in respect of the unexpired period of insurance.
- c) recover any sums that We have already paid under the Policy in respect of the claim.
- d) by notice to You and such other person covered by this policy cancel the cover provided for such other person covered with effect from the date of the fraudulent act without any return of premium.

We may also inform the police of the circumstances.



## General Policy Definitions

*Wherever the following words and phrases appear in this Policy they will always have these meanings.*

### **Business**

#### **(except Combined Liability Section)**

The Business as described in the Schedule conducted by You at or from premises in the United Kingdom, the Channel Islands or the Isle of Man

### **Excess**

The first amount of each and every claim, as shown in the Schedule, for which You are responsible after all other terms and conditions have been applied.

### **Period of Insurance**

The period stated in the Schedule during which We agree to provide You with cover under this Policy.

### **Policy**

Your Policy is made up of the following:

1. the terms and conditions of this document,
2. any endorsements and certificates of insurance attached or issued by Us,
3. Your Schedule, and
4. the information and declarations provided by You in the Proposal and, if applicable, the Statement of Fact.

### **Proposal**

The information provided by You in compliance with Your obligations under the Insurance Act 2015 whether provided by:

1. a completed proposal form, or
2. email, telephone or letter on Your behalf by the broker You have appointed as Your agent.

### **Schedule**

A separate sheet forming part of this Policy which among other things shows Your name, the details of Your Business, the Excesses and any endorsements that apply.

### **Statement of Fact**

A document that We supply to Your broker which confirms the information that You have provided to Us and the assumptions We have made to provide Your quotation. If the information You have provided or any of the assumptions We have made are incorrect You must tell Us.

### **We/ Us/ Our**

The insurer shown as “Your Insurer” in this Policy wording and as the “Insurer” in the Schedule.

### **You/ Your/ Insured**

The person(s) or company named in the Schedule.



## Freight Liability Section

### Definitions applicable to all parts of this section

Whenever the following words and phrases appear in this section they will always have these meanings:

#### British Isles

The United Kingdom, the Channel Islands, the Isle of Man, the offshore islands and the Republic of Ireland.

#### CMR

The Convention on the Contract for the International Carriage of Goods by Road.

#### Damage

Physical loss, destruction or damage including from Theft or misdelivery.

#### Employee

Any:

1. person under a contract of service or apprenticeship with You, or
2. self-employed individual providing You with labour only, or
3. individual hired to, or borrowed by, You.

#### Europe

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey (West of the Bosphorus only).

#### Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one original source or cause.

#### Event Limit

The maximum amount We will pay for all claims arising out of one Event.

#### Fire

Fire, lightning, explosion or self-ignition.

#### Full Value Liability

Any contract for road transport (other than a contract which is subject to CMR) where You:

1. do not use contract conditions and do not wish to restrict Your liability for Damage to common law, or
2. use contract conditions but do not wish to restrict Your liability for Damage by application of their terms.

#### Indirect Loss

Business interruption, increased cost of working, loss of production, loss of profits, loss of market or any other type of indirect or financial loss.

**International Conventions**

Any international conventions and any supplementary protocols or amendments relating to the international carriage of Property by air, sea, road or rail

**Own Goods**

Goods, equipment and merchandise, including hand-held scanners belonging to You or hired, leased or loaned to You and appertaining to Your Business.

**Property**

Goods and/or merchandise carried for reward.

**Recorded Information**

Documents, business or personal records and similar information represented or stored on or in paper, optical, electronic or other storage media.

**Subcontractor**

Any person (other than an Employee) or organisation to whom Property is entrusted for reward by You or on Your behalf for the performance of the whole or part of the contract.

**Theft**

Theft or attempted theft.

**Unattended**

Where neither You nor any Employee are in a position to keep the Vehicle or Property under constant surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle or Property.

**Vehicle**

Any motor vehicle used for the carriage of Property.

**Vehicle Limit**

The maximum amount We will pay for all Property in or on any one Vehicle.

## **CONDITIONS APPLICABLE TO THIS SECTION**

### **1. Special Declaration of Value or Interest**

You must not agree to:

- a) accept any special declaration of value nor
- b) accept any declaration of special interest in delivery

without Our prior consent.

### **2. Subcontractors**

- a) You must not entrust Property to any Subcontractor unless they have agreed in writing prior to acceptance:
  - i. to accept no less liability than You have and
  - ii. to fully indemnify You for all Damage.
- b) Under no circumstances whatsoever shall the benefit of this section of Your Policy pass to any Subcontractor or the insurers of any Subcontractor.
- c) You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any claim under this section, including the giving of written notice in due time and ensuring that any time limit is protected.

### **3. Limits of Liability**

Irrespective of the number of parties claiming under this section of Your Policy, We will not pay more than the respective Event or Vehicle Limit specified in the Schedule or elsewhere in this section of Your Policy less the amount of any applicable Excess.

### **4. Parties insured by this section of Your Policy**

Where 'The Insured' named in the Schedule comprises more than one party, all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties named in the Schedule being jointly insured.

### **5. Terms of Employment**

You must take reasonable steps to ensure:

- a) that employees engaged by You or Subcontractors contracted by You are who they say they are and are of good character.
- b) that agencies supplying You with drivers on a temporary basis undertake checks to ensure that any person supplied is who they say they are and is of good character.

If You fail to undertake such checks We will still indemnify You provided that We consider that such failure was immaterial to the claim.

### **6. Vehicles owned or operated by You**

If the Schedule specifies the number of Vehicles owned or operated by You and at the time of an Event giving rise to a claim under this section of Your Policy You own or operate more Vehicles than shown We will not pay more than the proportion of the claim that the number

of Vehicles specified bears to the actual number of Vehicles owned or operated by You.

**7. Other Insurances**

We will not indemnify You in respect of Damage or liability which is insured by or would but for the existence of this section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.



## **EXCEPTIONS APPLICABLE TO THIS SECTION**

(These exclusions are in addition to any applicable General Exclusion to the Policy)

We will not pay claims:

- 1) for Damage to or Your liability for:
  - a) money, securities for money, negotiable instruments, unused postage stamps, savings stamps, cash, credit, debit and/or charge cards, consumer redemption vouchers, stamps or cards, lottery tickets and/or scratch cards and Property of a similar nature.
  - b) property being towed.
  - c) property in the course of a household removal.
  - d) property in the course of office, factory or similar removal.
  - e) property stored under a contract for storage and distribution or otherwise upon request.
  - f) injury to or death, disease or illness of any person or living creature.
  - g) natural deterioration.
  - h) any Indirect Loss.
- 2) for Theft of Property, Own Goods or Employees' personal effects whilst Unattended unless at the time of the Theft the Property was:
  - a) loaded in or on a Vehicle
    - i) in which all doors, windows and other openings were closed and securely locked, any immobiliser and alarm system fitted were set and all keys were removed, and
    - ii) if left for the night or for more than eight consecutive hours was parked within a walled or fenced compound to which entry and exit is controlled by either locked gates or by professional on-site security personnel, or
  - b) off-loaded into a building which was securely closed and locked.
- 3) for Damage to Property caused by or arising from any change in temperature or humidity unless caused by Fire or Theft or as a direct result of the collision or overturning of the conveying Vehicle.
- 4) for Damage or liability caused by or arising from faulty packing or process where You have contracted to pack or to undertake any such process.
- 5) for liability caused by or arising from the exercise by You of a lien whether contractual or otherwise.
- 6) for Theft of Property by deception by any person purporting to be a Subcontractor.
- 7) for Your liability beyond that under any applicable International Conventions.

## POLICY COVER

### Indemnity

#### 1) Third-Party Property

We will indemnify You for Your liability for Damage to Property occurring within the territorial limits during any Period of Insurance from the time the Property is collected by You at the collection address, during transit and until the time of delivery by You at the destination address. This indemnity will also include temporary storage of such Property during the course of transit (whether on or off the vehicle)

Our indemnity to You will be to the extent of Your liability for any Damage:

- a) for Full Value liability, or
- b) under CMR

subject to the applicable limits of liability stated in the Schedule.

#### 2) Own Goods & Employees' Personal Effects

We will by payment (or at Our option by repair, reinstatement or replacement) indemnify You for Damage to Own Goods or Employees' personal effects occurring within the territorial limits during any Period of Insurance whilst being loaded upon, carried by or unloaded from any Vehicle owned or operated by You and specified in the Schedule provided that:

- a) the Vehicle Limit for Own Goods is £5,000
- b) the Event Limit for Employees' personal effects is £850
- c) if at the time of any Damage the value of Own Goods contained in or on any Vehicle exceeds the Vehicle Limit under this extension You will be considered as being Your own insurer for the difference and shall bear a proportionate share of the claim accordingly
- d) in addition to the Exceptions We will not pay claims for:
  - i. Damage to Own Goods arising as a result of packing which was inadequate to withstand normal handling during transit.
  - ii. Damage caused by or arising from inherent vice.
  - iii. wear and tear.
  - iv. mechanical, electrical or electronic breakdown, failure or derangement.
  - v. Damage to mobile telephones.
  - vi. goods carried for reward.

#### 3) Transshipment and other costs

We will indemnify You for reasonable additional costs incurred by You in:

- a) transshipping Property or goods to another Vehicle and delivering to the original destination or returning to the place of dispatch and removal of debris following Damage to the Property or goods or breakdown, collision or overturning of the conveying Vehicle.
- b) recovery of the Vehicle and return to You following Damage to Property occurring within the British Isles and which is covered under this section of Your Policy

The Event Limit applicable to this extension is £10,000.

#### 4) General Average and Salvage Charges

We will indemnify You for Your liability for General Average and Salvage charges payable according to foreign statement or the York Antwerp Rules.

#### 5) Recorded Information

We will indemnify You for Your liability for Damage to Recorded Information providing that:

- a) We will not pay more than
  - i. £10,000 any one Event.
  - ii. £50,000 in total, during the Period of Insurance.
- b) the maximum We shall pay shall be the:
  - i. replacement cost of the medium on and in which such Recorded Information was represented or stored, and
  - ii. clerical or administration costs of copying such Recorded Information onto fresh stationery or other storage medium.
- c) We will not pay claims for:
  - i. Damage to any Recorded Information unless:
    - a. occurring during the time between the Property being collected by You at the collection address, until the time of delivery by You at the destination address.
    - b. caused by Damage to the storage medium.
  - ii. any Indirect Loss.
  - iii. the cost of retrieving or rebuilding or reworking any Recorded Information following Damage beyond the cost of copying.

## Combined Liability Section

### Definitions applicable to all parts of this section

*Wherever the following words and phrases appear in this section they will always have these meanings*

#### **Business**

The Business as described in the Schedule conducted by You at or from premises in the United Kingdom, the Channel Islands or the Isle of Man including:

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with Your prior consent by Employees for any director or senior official of You
- c) the ownership maintenance and repair of premises where You conduct Your Business but in respect of Part (B) shall not include any work undertaken Offshore.

#### **Clean Up Costs**

Costs reasonably incurred by

- a) a government agency or regulatory body
- b) You with our written consent where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which You are legally liable.

#### **Damage**

Physical loss, destruction or damage.

#### **Employee**

Any:

- a) person under a contract of service or apprenticeship with You;
- b) person who is hired to or borrowed by You;
- c) person engaged in connection with a work experience or training scheme;
- d) labour master or person supplied by him;
- e) person engaged by labour only sub-contractors;
- f) self-employed person working on a labour only basis under the control or supervision of You;
- g) voluntary helper while working for You in connection with the Business.

#### **Europe**

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, the Republic of Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, and Turkey (West of the Bosphorus only)

#### **Fungi**

Any type or form of fungi including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.



**Injury**

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

**Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

**Perfluoroalkyl or Polyfluoroalkyl Substances**

Any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - c. Perfluoropolyethers (PFPE);
  - d. Fluorotelomer-based substances; or
  - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph 1 above.

**Pollution or Contamination**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

**Sudden Pollution or Contamination Incident**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in the United Kingdom, the Channel Islands, the Isle of Man or Europe during the Period of Insurance.

All pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by Us for the purposes of this Policy to have occurred at the time such incident takes place.

**Territorial Limits**

- a) The United Kingdom, the Channel Islands or the Isle of Man;
- b) Europe in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above;
- c) Elsewhere in the world excluding Russia and Ukraine in respect of Business journeys undertaken by any person normally resident in the territories described in a) above which does not involve manual labour or the supervision of manual labour.

## **Part (A) - Public & Products Liability**

### **Indemnity**

We will indemnify You against all sums that You become legally liable to pay as damages and costs and expenses of claimants in respect of accidental:

- a) Injury to any person
- b) Damage to material property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air, or water
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

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

### **Limit of Liability**

Our liability under this part for all damages payable to any claimant or number of claimants shall not exceed the amount stated in the Schedule:

- a) for any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause;
- b) for all occurrences happening during the Period of Insurance in respect of products supplied;
- c) for all Sudden Pollution or Contamination Incidents considered by Us to have occurred during the Period of Insurance.

### **Costs**

We will in addition:

- a) pay all other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this part;
- b) pay solicitor fees incurred with Our written consent for:
  - i. defence of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
  - ii. representation at a Coroner's Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this part;
- c) indemnify You in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 provided that:
  - i. the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance;
  - ii. We will not indemnify You in respect of:
    - 1) fines or penalties;
    - 2) costs and expenses insured by any other policy.

## **Extensions**

### **Clean Up Costs**

In the event of a Sudden Pollution or Contamination Incident We will provide indemnity to You or any principal for whom You are undertaking work in respect of:

- a) Clean Up Costs arising solely under a statutory provision that operates in any part of the United Kingdom the Channel Islands or the Isle of Man;
- b) costs and expenses:
  - i. in relation to any matter which may form the subject of indemnity under this extension incurred with Our prior written approval.
  - ii. incurred with Our prior written approval in any appeal against any statutory notice served or to be served upon You by any enforcing authority for any enforcement action which would be the subject of indemnity under this extension if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

The indemnity provided by this extension shall not apply to costs (including Clean Up Costs):

- A. incurred in achieving any improvement, betterment or alteration in the original property;
- B. for remedial action carried out in, or in relation to, property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by, or held in trust by, or in the custody or control of You;
- C. incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;
- D. arising out of a genetically modified organism;
- E. arising solely from Your liability under legislation operating in any part of the United Kingdom which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including The Environmental Damage (Prevention and Remediation) (England) Regulations 2015 or under any replacement legislation in respect of any of the foregoing;
- F. for incidents happening in North America or where a claim is brought in North America.

Provided that:

- 1. all costs covered under a) and b) above will form part of the Limit of Liability shown in the Schedule for all Sudden Pollution or Contamination Incidents occurring during the Period of Insurance.
- 2. the total amount payable under this extension shall not exceed £250,000.
- 3. You will pay the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum amount of £2,500 and a maximum amount of £25,000.

### **Contingent Motor Liability**

Notwithstanding Exclusion 7 to Part (A) We will indemnify You in the terms of this part against legal liability in respect of Injury or Damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by You.

The indemnity will not apply to legal liability in respect of:

- a) Damage to such vehicle or to goods conveyed by such vehicle;
- b) Injury or Damage arising whilst such vehicle is being:

- i. driven by You;
  - ii. driven with the general consent of You or Your representatives by any person who, to Your knowledge or the knowledge of Your representatives, does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence;
  - iii. used elsewhere than in the United Kingdom the Channel Islands or the Isle of Man;
  - iv. used airside;
- c) Injury or Damage arising where You are entitled to indemnity under any other insurance.

### **Cross Liabilities**

If more than one Insured is referred to in the Schedule, this section shall apply to each one as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Liability stated in the Schedule.

### **Data Protection Act**

We will indemnify You in respect of liability arising under the Data Protection Act 2018 or any subsequent legislation amending, revising or replacing such Act.

This indemnity will not apply in respect of:

- a) the payment of fines and penalties;
- b) the costs of replacing, rectifying, reinstating, erasing, blocking or destroying any personal data;
- c) any deliberate act or omission committed by You or any director, partner or Employee where You could have reasonably expected to incur a liability under the Act having regard to the nature and circumstances of such act or omission;
- d) claims which arise out of circumstances notified to previous insurers or known to You at inception of this part of Your Policy;
- e) legal liability where indemnity is provided by any other policy.

### **Defective Premises Act**

We will indemnify You for Your legal liability in respect of accidental Injury or Damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 providing that this indemnity will not apply if You are entitled to indemnity under any other insurance.

### **Joint Insureds**

Where the contract conditions require Us to do so We will note the interest as joint insured of any:

- 1. employer, or
- 2. main contractor, where You are working as a sub-contractor.

### **Overseas Personal Liability**

We will indemnify You and, if You so request, any director, partner, Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the United Kingdom, the Channel Islands or the Isle of Man in connection with the Business.

The indemnity will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings;
- b) in respect of which any person referred to above is entitled to indemnity under any other

insurance.

### **Rented Premises**

Exclusion 2(b) of Part (A) shall not apply to premises leased, let, rented, hired or lent to You provided that the indemnity will not apply to legal liability in respect of:

- a) Damage arising under agreement unless liability would have attached to You in the absence of such agreement;
- b) Damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf.

### **Optional Extension**

This Optional Extension only applies if shown as insured in the Schedule

#### **1. Vehicle Servicing Indemnity**

We will indemnify You in respect of Your legal liability to pay compensation for:

- a) accidental Injury of any person
- b) accidental Damage to property

occurring during the Period of Insurance in connection with the Business carried in the United Kingdom, the Channel Islands and the Isle of Man and caused by or arising from:

- i. the sale or supply of lubricants, anti-freeze or water directly into motor vehicles
- ii. repair, servicing, testing, maintenance, alteration, cleaning or inspection of motor vehicles including the sale or supply of parts, components and accessories in conjunction with such work other than goods manufactured by You

We will not be liable in respect of:

- i. the sale or supply of other parts, components or accessories, lubricants and fuel
- ii. the examination of motor vehicles in accordance with Motor Vehicle (Tests) Regulations
- iii. the sale or supply of motor vehicles including pre-delivery checks of supplied vehicles as required by the manufacturers and the fitting of additional accessories
- iv. liability which arises solely by virtue of any express guarantee warranty, condition or indemnity given or accepted by You
- v. the cost of:
  - a. replacing, reinstating or repairing any goods sold or supplied by You
  - b. rectifying the original repair, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to Your liability
- vi. the supply or fitting of:
  - a. racing tyres or
  - b. tyres which have been remoulded, re-cut or imported by You or on Your behalf

Provided that the total amount payable by Us under this extension in any one Period of Insurance shall not exceed the Limit of Liability set out in the Schedule.

Exclusion 2 to Part (A) of this section is deleted and replaced by the following:

#### **Property in Your Custody or Control**

for or arising from loss of or damage to any property which at the time of the event giving

rise to such legal liability is owned by or held in trust by or in the custody of You other than

- a) Employees' directors partners or visitors personal effects including vehicles and their contents
- b) premises and their contents not owned by or leased or rented to You at which You are undertaking work in connection with the Business
- c) premises and their fixtures and fittings leased or rented to You unless such legal liability
  - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- d) customers' vehicles

### **Part (A) Exclusions**

(These exclusions are in addition to any applicable General Exclusion to the Policy)

The indemnity will not apply to legal liability:

#### **1. Injury to Employees**

in respect of Injury to any Employee.

#### **2. Property Under Your Control**

in respect of Damage to:

- a) property belonging to You;
- b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to You;
- c) property comprising the permanent or temporary works undertaken by You in the course of any contract or agreement and which are in Your custody or control or for which You are responsible.

#### **3. Product Recall**

- a) in respect of Damage to any
  - i. product supplied by You
  - ii. contract work executed by Youcaused by any defect therein or the unsuitability thereof for its intended purpose
- b) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any
  - i. product supplied by You
  - ii. contract work executed by Younecessitated by any defect therein or the unsuitability thereof for its intended purpose

#### **4. Services provided for a fee**

for advice, certification, consultancy, design, formula, inspection, instruction, specification or

testing provided separately by You or on Your behalf for a fee under a separate contract.

## **5. Aviation and Watercraft**

arising out of:

- a) work in or on aircraft;
- b) the supply of any products for use in any marine vessels or aircraft;
- c) the ownership, possession or use by or on Your behalf of any:
  - i. aircraft;
  - ii. watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

## **6. Products to Offshore Industry**

arising out of the supply of any product to the Offshore industry.

## **7. Vehicles**

arising out of the ownership possession or use by You or on Your behalf of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy.

## **8. Liability Under Agreement**

assumed by You under agreement unless the conduct and control of claims is vested in Us but this indemnity shall not in any event apply to:

- a) an agreement to arrange insurance under the terms of clause 6.5 of the JCT Conditions of Contract or any other contract condition requiring insurance of a like kind;
- b) liability which attaches solely by reason of an agreement relating to the performance of work outside the United Kingdom, the Channel Islands or the Isle of Man.

## **9. Concrete or Concrete Products**

in respect of loss or damage to any building or other structure caused by any concrete or concrete product supplied by You and in which such concrete or concrete product is incorporated.

## **10. Pollution and Contamination**

in respect of Pollution or Contamination other than caused by a Sudden Pollution or Contamination Incident.

## **11. Disposed Premises**

for the costs of remedying any defect or alleged defect in premises disposed of by You.

## **12. Fines, Penalties , Punitive or Exemplary Damages**

for any:



- a) fines or penalties.
- b) liquidated damages.
- c) costs of appeal against any improvement or prohibition notices.
- d) fees for intervention payable under The Health and Safety and Nuclear (Fees) Regulations 2022 or under any replacement legislation.
- e) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- f) aggravated, exemplary or punitive damages.

### **13. Toxic Mould**

in respect of loss, damage, claims, costs, expenses or other sums directly or indirectly arising out of or relating to Fungi of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is any:

- i. physical loss or damage to property;
- ii. insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii. loss of use, occupancy, or functionality; or
- iv. action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

### **14. Perfluoroalkyl And Polyfluoroalkyl Substances**

- a. for Injury or Damage which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any Perfluoroalkyl or Polyfluoroalkyl Substances.
- b. for any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, Perfluoroalkyl or Polyfluoroalkyl Substances, by You or by any other person or entity.



## **Part (B) – Employers' Liability**

### **Indemnity**

We will indemnify You against all sums that You become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of their employment by You in the course of the Business.

### **Limit of Liability**

Our liability under this part for damages and costs and expenses payable shall not exceed the amount stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Costs and expenses shall be deemed to mean:

- a) costs and expenses of claimants for which You are legally liable;
- b) other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this section;
- c) solicitor fees incurred with Our written consent for:
  - i. defence of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
  - ii. representation at a Coroner's Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this section.

### **Right of Recovery**

This part is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom, the Channel Islands or the Isle of Man but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### **Unsatisfied Court Judgements**

In the event of injury to an Employee sustained during the Period of Insurance and arising out of his employment by You in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement We will, at Your request, pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
  - i. in a court of law within the United Kingdom, the Channel Islands or the Isle of Man;
  - ii. against a company, partnership or individual other than You conducting a Business at or from premises within the territories described in a) i) above;
- b) there is no appeal outstanding;
- c) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgement to Us.

## **Part (B) Exclusions**

(These exclusions are in addition to any applicable General Exclusion to the Policy)

### **1. Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by You under agreement and which would not have attached in the absence of such agreement this part shall not apply to any liability of whatsoever nature directly or indirectly caused by, or contributed to by, 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.

### **2. Vehicles**

This part does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.

### **3. Fines, Penalties, Punitive or Exemplary Damages**

We do not cover any:

- a) fines or penalties.
- b) liquidated damages.
- c) costs of appeal against any improvement or prohibition notices.
- d) fees for intervention payable under The Health and Safety and Nuclear (Fees) Regulations 2022 or under any replacement legislation.
- e) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- f) aggravated, exemplary or punitive damages.

## **Extensions applicable to this section**

### **Additional Persons Insured**

- a) In the event of the death of You or any additional person insured We will indemnify in the terms of this section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At Your request We will indemnify in the terms of this section:
  - i. any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
  - ii. any of Your directors or Employees in respect of liability arising in connection with the Businessprovided that You would have been entitled to indemnity under this section if the claim had been made against You
- iii. any officer, committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
- iv. any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official.

Provided that:

- 1. each such person shall as though they were You observe, fulfil and be subject to the terms of this Policy insofar as they can apply;
- 2. We shall retain the sole conduct and control of all claims;
- 3. where We are required to indemnify more than one party the total amount of indemnity payable to all parties shall not exceed the Limit of Liability stated in the Schedule.

### **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a) Any of Your directors or partners                      £250
- b) Any of Your Employees                                      £150

### **Corporate Manslaughter & Corporate Homicide Act 2007 – Legal Defence Costs**

We will compensate You in respect of:

- a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not compensate You:

- i. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the United Kingdom, the Isle of Man, the Channel Islands and Europe and in connection with the Business;
- ii. in respect of proceedings which result from any deliberate act or omission by You;
- iii. in respect of any:
  - a) fines;
  - b) remedial or publicity orders or any steps required to be taken by such orders;
- iv. where indemnity is provided by another insurance policy.

The most We will compensate You under this extension is £5,000,000.

### **Health & Safety - Legal Defence Costs**

We will compensate You and, at Your request, any director, partner or Employee in respect of:

- a) legal fees and expenses in defending proceedings, including appeals
- b) prosecution costs awarded against You or any director, partner or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate You:

- i. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance and in the course of the Business within the United Kingdom, the Isle of Man, the Channel Islands or Europe;
- ii. in respect of:
  - a. fines or penalties of any kind;
  - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified;
- iii. where indemnity is provided by another insurance.

The most We will compensate You under this extension is £5,000,000.

## **Conditions applicable to this section**

### **Bona Fide Sub-Contractors Condition**

All bona fide sub-contractors engaged by You must hold Employers' and Public Liability providing:

1. Limits of Liability that are not less than the Limits of Liability shown in Your Schedule.
2. an Indemnity to You as principal.

In the event of a claim You must provide documentary evidence to show that You have complied with this condition.

### **Contribution**

Other than in respect of the 'Contingent Motor Liability' extension to Part (A) – Public & Products Liability, if at the time of any claim there is, or but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this section not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction, We will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this section it would have been provided by such insurance.

### **Discharge of Liability**

We may at any time pay the Limit of Liability under Part (A) (less any sums already paid as damages) or Part (B) (less any sums already paid or incurred) of this section or any lesser amount for which we believe at our absolute discretion any claim or claims against You can be settled.

We will then relinquish the conduct and control of such claim or claims to You and be under no further liability in respect of the claim or claims except under Part (A) for the payment of costs and expenses incurred with Our written consent prior to the date of such payment.

## Employers' Liability Tracing Office

Certain information relating to Your insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

## General Exclusions to the Policy

*Unless otherwise stated, the following exclusions apply to this entire Policy.*

### **1. WAR AND CIVIL WAR EXCLUSION**

(except Part (B) of the Combined Liability Section)

This Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **2. TERRORISM EXCLUSION**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

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

This exclusion does not apply to Part (B) of the Combined Liability Section subject to the Limit of Liability of that part being £5,000,000.

### **3. CYBER EXCLUSION**

(except the Data Protection Act extension in Part (A) and all Part (B) of the Combined Liability Section)

This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for



communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

#### **4. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION**

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from-

- i. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v. any chemical, biological, bio-chemical, or electromagnetic weapon.

This exclusion does not apply to Part (B) of the Combined Liability Section subject to the Limit of Liability of that part being £5,000,000.

#### **5. ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Policy shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion does not apply to Part (B) of the Combined Liability Section subject to the Limit of Liability of that part being £5,000,000.

#### **6. COMMUNICABLE DISEASE EXCLUSION**

This Policy excludes any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and



- c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to Part (B) of the Combined Liability Section subject to the Limit of Liability of that part being £5,000,000.



## General Policy Conditions

### 1. Alteration

You shall give immediate notice to Us if:

- a) You:
  - i. agree a composition or arrangement with Your creditors
  - ii. agree a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor Act)
  - iii. have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
  - iv. have a winding-up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver or receiver and manager of the Business duly appointed
  - v. have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor Act), appointed or You have possession taken by, or on behalf of, the holders of any debentures secured by floating charge of any property comprised in or subject to the floating charge
- b) any alteration in risk materially increases the probability of injury, loss, destruction, damage, theft or attempted theft
- c) Your interest in the subject of this insurance ceases except by will or operation of law.

We will advise You in writing whether We accept such alteration and, if so, the terms to be applied. If You fail to provide such notice then We may, at Our absolute discretion, choose to avoid any or all sections of this Policy.

### 2. Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us.

### 3. Insurance Act 2015

In respect of:

- a) any duty of disclosure
- b) the effect of warranties
- c) the effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

### 4. Instalment Premiums

- a) Where reference is made in this policy to the payment of premium this includes any agreement by You to pay by instalments.
- b) If Your broker has agreed to accept payment of the first premium or any subsequent premium by instalments this Policy remains a contract for the Period of Insurance shown in

the Schedule.

- c) If any instalment of premium is not received by Your broker on or before its due date all unpaid instalments of premium and any Policy Administration Fees shall immediately become payable.

Should the full premium and Policy Administration Fee not be paid within 7 days of Your broker giving written notice of non-payment of an instalment, this Policy shall be cancelled immediately on expiry of such notice.

Following such cancellation Your broker shall return to You the balance of any instalments already paid after deduction of an appropriate charge for the insurance cover to the date of cancellation except that if:

- i. a claim has been made under the Policy for which We have made a payment, or which is still under consideration
- ii. an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

no refund of premiums shall be made and the annual premium remains due in full. In this case monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Alternatively, We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

## **5. Observance of Terms**

Our liability is conditional upon the observance of the terms of this Policy relating to anything to be done or complied with by You or any other person insured. This shall include any requirements described in any endorsements attached to and forming part of this Policy.

## **6. Policy Administration Fees**

We or Your broker may charge You an administration fee if We or Your broker:

- a) make any changes to the Policy on Your behalf;
- b) agree to cancel the Policy during the Period of Insurance;
- c) are requested to print and re-send the Policy documents to You.

Neither We, nor Your broker, will make a charge without informing You.

## **7. Premium Adjustment**

If any part of the premium is based upon estimates provided by You then the premium payable by You is a minimum and deposit premium. You will keep an accurate record containing all such particulars and shall allow Us to inspect such record.

Within one month of the expiry of each Period of Insurance You shall provide Us with such information as We may at our discretion require.

The premium shall then be adjusted by Us and the difference paid by You.

If you fail to provide the information We have requested then We may, at our discretion, charge You an additional premium that We believe reflects any additional cover We have provided over the

preceding period of insurance based upon the information We already have in our possession.

## **8. Reasonable Precautions**

You shall take:

- a) all reasonable precautions to prevent occurrences which may give rise to liability under this Policy;
- b) all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority;
- c) immediate steps to make good or remedy any defects or dangers which become apparent and take such additional precautions as the circumstances may require;
- d) reasonable care in the selection, training and supervision of employees.

## **9. Right of Entry and Salvage**

- a) We may enter any premises where loss, destruction or damage to the property insured has occurred and take possession of or require to be delivered to Us any property in any reasonable manner.
- b) No property may be abandoned to Us.

## **10. Economic, Financial or Trade Sanctions**

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance We or You may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this clause Prohibition shall mean any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

## **11. Contracts (Rights of Third Parties) Act**

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

## **12. Subrogation**

You or any insured person must allow Us to take in Your name or the name of any insured person and take all the steps necessary to enforce Your rights or those of the insured person against any other party, including the defence or settlement of any claim or the pursuit of a claim in the name of You or any other insured person, and We will pay the reasonable costs and expenses involved

## Fair Processing

Provego Ltd, Accelerant Insurance UK Limited and Sedgwick International UK are the joint data controllers of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used by Provego and your rights in relation to your information, please see our privacy policy on <https://bspokegroup.co.uk/brands/provego-underwriting/>.

For further information on how your information is used by Accelerant and your rights in relation to your information, please see Accelerant's privacy policy – <https://accelerant.ai/privacy-policy/>.

For further information on how your information is used by Sedgwick and your rights in relation to your information please see Sedgwick's privacy policy, which is available upon request by calling 0345 604 9826 or emailing [helpline@uk.sedgwick.com](mailto:helpline@uk.sedgwick.com)

If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as "special categories of personal data", we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including special categories of personal data.

### How we share your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties:

- Reinsurers, regulators and authorised/statutory bodies
- Credit reference agencies
- Fraud prevention agencies

- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your, behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Bspoke Group family

## **Marketing**

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

## **Fraud Prevention and Detection**

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision-making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full privacy policies explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

## **Automated Decisions**

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you wish to contest an automated decision, you can contact us using the details provided at the end of this page.

## **International Transfers**

Under data protection law, when personal information is being transferred outside the European Economic Area (EEA), we as data controller, are under an obligation to ensure that such transfers are performed in a manner that ensures that your personal information is adequately protected.

## **How to Contact Us**

Please contact us if you have any questions about our privacy policies or the information we hold about you. You can do this by writing to us at Lasyard House, Underhill Street, Bridgnorth, Shropshire WV16 4BB or emailing [info@provego.co.uk](mailto:info@provego.co.uk).